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THE

Famous Tryal in B. R.

BETWEEN

THOMAS NEALE, Esq;

AND THE

Late Lady Theadosia Ivy.

The 4th of *June*, 1684.

BEFORE

The RIGHT HONOURABLE

THE

Late Lord Jeffreys,

Lord Chief Justice of ENGLAND,

For PART of

SHADWELL

IN THE

County of *MIDDLESEX*.

AS ALSO

The Title of the Creditors of Sir *Anthony Bateman*, and the Heirs of *Whichcott*, compared with that of the Lady *Ivy* to certain Lands in *WAPPING*.

TOGETHER WITH

A Pamphlet heretofore writ and set out by Sir *Thomas Ivy* (her Husband) Himself, and here now Reprinted again.

In Perpetuam Rei Memoriam.

Printed in the Year, 1696.

THE

Famous Tryal in B. R.

BETWEEN

THOMAS NEALE, Esq;

AND THE

Late Lady Elizabeth Jeffreys.

MVSEVM
BRITAN
NICVM

For a PART of

SHADWELL

IN THE

County of MIDDLESEX.

As also

The Title of the Creditors of Sir Anthony Ratcliff, and the Heirs of Nicholas, compared with that of the Lady Jeffreys to certain Lands in MIDDLESEX.

TOGETHER WITH

A Pamphlet heretofore writ and let out by Sir Edmund Jeffreys (her Husband) Entitled, and here now Reprinted again.

Printed in the Year, 1696.

TO THE READER.

THE late Lady *Ivy*, ſo many Years famous for Wit, Beauty, and Cunning in Law above any, being ſo Unfortunate in the Year 1684. in a Tryal between *Thomas Neale*, Eſq; and her Ladyſhip, before the then Lord Chief Juſtice *Jeffryes*, to have the Deeds by her then produced not believed, ſuch of her Heirs and Executors as have not renounced (which ſome of them have) the having any thing to do with her Title (as well in Vindication of her Ladyſhips Honour, as of the Integrity of ſuch Counſel and Attorneys, as then were imployed in the Cauſe, in Caſe they ſhould be ſo again) do give out of late, that though ſhe and they then were ſo cruelly baffled, they however will try for't again. Now for the Honour of both Judges and Jury before whom that Cauſe was then tryed, and for the Benefit of the Free-holders of *Middleſex*, whoſe Eſtates may be poſſibly ſubject to be claimed by Deeds left by her Ladyſhip, ſhe having often declared ſhe had Title to many more Houſes and Lands than ſhe in her Life time had ſued for, as alſo for the Satisfaction of ſuch as are in the leaſt deſirous to know the Truth of this Matter.

The following Tryal is Printed, with a Map of the Land then tryed for, being about ſeven Acres in *Shadwell*, in the County of *Middleſex*, of which the Lady *Ivy* by a Verdict the *Michaelmas* Term before had got the Poſſeſſion. The State of the Queſtion being whither the ſaid ſeven Acres was part of the ancient Inheritance of the Dean of St. *Pauls*, *London*; to whom the ſaid Mr. *Neale* was Leſſee and ſo now the Leſſor of the Plaintiff, or part of *Wapping-Marſh* that had been dreined by one *Vanderdelf*, and after ſold to the *Stepkinſes*, under whom Lady *Ivy* did claim: As likewiſe is with it reprinted Three or Four Sheets of Paper writ in the Year 1687. comparing the Lady *Ivy's* Title with that of the Creditors of Sir *Anthony Bateman*, and the Heirs of *Witchcutt*, for Lands in *Wapping*; with a Map thereof as it now lies, moſt plain and exactly agreeing with the Boundaries mentioned in the old Deeds on Record, by which alone, and no other, they claim, and now are poſſeſt of the ſame. To which alſo is added a Pamphlet entituled, *Allimony Arraigned*, writ by Sir *Thomas Ivy* (her Husband) himſelf; Reprinted herewith to make the Book ſell the better, and to the longer perpetuate ſo true and diverting a Story.

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The

The Lady Ivy's Tryal,

For great Part of Shadwell, *in the County of* Middleſex.

Die Martis, 3. Junii, 1684. Ter' Trin' 36 Car. II. B. R.

Elam Moſſam, Plaintiff; *verſus* Dame *Theodoſia Ivy*, Defendant.

This Day this Cauſe came again to be tried at the Bar of the Court of King's Bench, *by a Jury of the County of* Middleſex; *whoſe Names follow:*

Middleſex Jury.

Sir *Reginald Foſter*, Baronet.	*Richard Reynell*, Eſq;
Sir *John Cutler*, Knight and Baronet.	*Ralph Bucknall*, Eſq;
Sir *Goddard Nelthorp*, Baronet.	*Thomas Auſtin*, Eſq;
Sir *Michael Heneage*, Knight.	*Joſeph Dawſon*, Eſq;
Sir *William Gulſton*, Knight.	*Thomas Cleve*, Eſq;
Sir *Richard Downton*, Knight.	*Richard White*, Eſq;

Who being counted, the Record was read to them by the Clerk of the Papers in Engliſh; and opened by Mr. *Holloway*, for the Plaintiff.

Mr. Serj. *Stringer*. MAY it pleaſe your Lordſhip, and you Gentlemen of the Jury, I am of Council in this Caſe with the Plaintiff, and the Queſtion will be whether the Leſſor or the Plaintiff hath a good Title to the Tenements in Queſtion, which are about Three or Four Hundred Tenements near *Radcliffe* in *Shadwell* Pariſh, and the Ground thereof is, ſay we, the ancient Inheritance of the Church of St. *Paul's*, who have had the Poſſeſſion thereof for Four or Five Hundred Years. We ſhall prove Leaſes down for ſome Hundreds of Years, till we come to that made to the Leſſor of the Plaintiff under whom we claim. We will begin with the laſt Leaſe of Dean *Stillingfleet*, 30. *Sept.* 1678. upon the ſurrender of the Leaſe made by Dean *Sandcroft*, now my Lord Archbiſhop of *Canterbury*.

Swear *Jeofrey Willan* (which was done) it is a Church Leaſe, but yet he is a Witneſs to it.

The Leaſe of 30. Sept. 1678. *was read.*

Mr. Serj. *Stringer*. (*ſhewing to him another Deed.*) Did you ſee that Deed ſealed and delivered?

Willan. Yes, Sir.

An Indenture 4^{tite}. made the 25th. *March*, 1679. 31 *Car.* II. between *Thomas Neale*, Eſq; the Lady *Gold*, *&c.* Read.

Mr. Att. Gen. We admit the Aſſignment.

Mr. Serj. *Stringer*. Then we ſhall prove the Lands in Queſtion were always held of the Dean of *Pauls*.

Mr. Att. Gen. Ay do, ſhew that theſe Lands in Queſtion were ſo, if you can.

L. C. J. I would not interrupt you, Gentlemen, pray go your own way; but if I miſtake not, you had as good begin with 5 *Ed.* VI. as you did laſt time, as I remember, I have not indeed my Book I had then here; I fear we have not overmuch time to waſte, we ſhall want time at the latter end of the Cauſe, therefore pray come cloſe to the Merits of the Cauſe.

Mr. Serj. *Stringer*. We will ſhew it if they require it, they know it well enough.

Mr. Att. Gen. Shew what you can.

Mr. Serj. *Stringer*. In 5 *H.* VIII. the Dean of *Paul's*, *Collett*, Leaſes to one *John Hall*.

L. C. J. But it is 5 of *Ed.* VI. I ask for.

Mr. Serj. *Stringer.* 23. *Feb.* 5 *Ed.* VI. Dean *May* doth make a Leaſe to *Joan Hall*, and *Marcellus Hall.* Then Dean *Pecknam*, 10. *Dec.* 2 and 3 *Phil.* and *Mar.* in Conſideration of a Surrender of that Leaſe, letts another Leaſe to *Marcellus Hall*; and ſo it continued till *May* 1630. and then Dean *Donne* made a Leaſe for Three Lives, and upon the Surrender of that in 1636. Dean *Winnet* made a Leaſe to *Moor*, and in 1640. he made another Leaſe to *Winterburn*, which was ſold to Mr. *Neale*, and ſo came to the Leſſee of the Plaintiff. Firſt read this Book.

Mr. Att. Gen. What Book is it, Mr. Serjeant?

L. C. J. Ay, tell us what it is; open it before you read it.

Clerk. reads.] A Tenement with a Watermil, *cum Pertinentiis*———

L. C. J. What is it you read there?

Mr. Serj. *Stringer.* It is a Book that belongs to the Dean and Chapter of St. *Pauls.*

L. C. J. What Book is it? How do you prove it to belong to the Dean and Chapter of *Pauls*?

Then Mr. Spencer *was called, but could not readily come in by reaſon of the Crowd.*

Mr. Porter *was ſworn.*

Mr. Serj. *Stringer.* Mr. *Porter*, What ſay you to this Book?

Porter. Since the beginning of this Suit, this Book was found among the Writings of the Dean and Chapter of *Pauls.*

Mr. Att. Gen. How long ago, Sir, upon your Oath?

Porter. About a Year ago.

L. C. J. That is but a ſlovenly account of ſuch a Book as this.

Mr. *Williams.* It is plain, my Lord, it is not a new Book made on purpoſe:

L. C. J. It is plain that in this ſlippery Age we live in, it is very eaſy to make a Book look as old as you would have it.

Mr. Serj. *Stringer.* We will go on to the Leaſe made to *Marcellus Hall.*

Then Mr. Spencer *came in and was ſworn.*

Mr. *Williams.* Pray, Sir, when firſt ſaw you that Book?

Spencer. Seven Years ago. *Mr. Att. Gen.* Where Sir?

Spencer. Among the Evidences of the Dean and Chapter of *Pauls.*

L. C. J. What is it you would read in it? an intire Leaſe, or what?

Mr. Serg. *Stringer.* 'Tis a ſhort Note of a Leaſe.

Clerk. reads.] A Tenement with a Watermil———

L. C. J. See if the Book have any Title. *Clerk.* No, my Lord.

L. C. J. Let me ſee it. (*Which was done*)

Mr. Serj. *Stringer.* The 23th. *Feb.* 5 *Ed.* VI.———

L. C. J. You, *Spencer*, Have you ſeen in any of the Books an Entry of any Leaſe made by Dean *Collett.*

Spencer. I have not obſerved that I have ſeen any Leaſe of Dean *Collet.*

L. C. J. Have you ſeen any Leaſe made by Dean *Collet*, in the time of *Henry* VIII. about any of the Churches Lands? I ask you the Queſtion, becauſe I obſerve here in this Paper in two places here is the Word, Dean *Collett*, writ with another Hand than that of the Book; but *Nowell* is writ with the ſame Hand as the other. And ſo *Nowell* ſeems to have been put for the Maker of this Leaſe, as being put upon the Top; when in Truth he was not Dean till long after. Upon your Oath, in whoſe Name was that Leaſe Lett that is here ſpoken of.

Spencer. I know not, my Lord, that is the Book I ſaw then.

L. C. J. Is this Leaſe in your Book of Leaſes?

Mr. Att. Gen. Pray, Gentlemen, you did produce before your Original Deed of Purchaſe: Where is it now?

Mr. *Williams.* That Book was produced and read at the firſt Tryal.

L. C. J. What firſt Tryal? not that laſt Term.

Mr. *Williams.* It was in Court at that time.

L. C. J. I believe not, you are miſtaken in that, for I brought the Notes I took then and I find no ſuch thing here.

Mr. Att. Gen. They produce then the firſt Purchaſe of the Dean.

L. C. J. Is there any Leaſe of *Henry* VIII. Time in that Book?

Spencer. I do not remember any Leaſe of *H.* VIII. Time of this Land, but I have ſeen that Book ever ſince I belonged to the Dean's Buſineſs.

L. C. J. Have you not a Book of the Succeſſion of your Deans? When was *Collet* Dean?

Mr. *Williams.* In 1505. *L. C. J.* When was *Nowell* Dean?

Mr. *Williams.* in 1560.

L. C. J.

L. C. J. Then I assure you this Book is grandly suspicious.

Mr. Att. Gen. They threaten us with Forgeries, and I know not what, I believe it will be found on Mr. *Neale*'s Side.

L. C. J. If in case you come and produce a Book, and you value your selves upon the Antiquity of it, as an Evidence that this Land did belong to the Dean and Chapter, and leased by them 5 *H.* VIII. and in that Book *Nowell* is written by the same Hand as the rest of the Book, as Dean then, but because you find *Collet* was then Dean, and *Nowell* not till threescore Years after, *Nowel*, is turned by another hand to *Collet*, it draws a great Suspicion certainly upon your Book, as set up for a purpose.

Mr. *Williams.* It is true, my Lord, if we did that it were something, but we find an old Book among the Evidences of the Church, and we produce it as such; we have not altered it, therefore it cannot be done for our purpose.

L. C. J. Who knows who did it, but done it is.

Mr. Att. Gen. And your Title is under the Dean and Chapter of *Pauls.*

L. C. J. Who keeps the Evidences that belong to the Dean and Chapter of *Pauls?*

Spencer. They are kept in the Chapter-House.

L. C. J. I am perswaded there may be an ancient Book, and this may be such an one; but it looks a little untoward in this Particular. You, *Spencer*, did you look upon those two particular Passages?

Spencer, No; I did not observe it.

Mr. Serj. *Stringer.* My Lord, our next Lease in the Book recites one made by *Collett.*

Mr. Att. Gen. Come upon your Oath; did not Mr. *Baron*, or Mr. *Neale* come to search in this Book?

Spencer. Yes, they did. Mr. Serj. *Lutchwich.* How long ago was that?

Spencer. As to Mr. *Baron* or Mr. *Neale* themselves, I did never see them come to search: But some for them have.

Mr. *Williams.* Do you believe the Book was thus as it is now, before you came at first to it?

Mr. Serj. *Lutwich.* You say they did not come to search, what did they come for then, to drink?

Spencer. They have come to the Officer, Mr. *Porter*, but I never see them search.

Mr. *Williams.* But I ask you again, was it so when you found it first?

Spencer. I believe it was, I know of no Alteration.

Mr. Serj. *Stringer.* But to put it out of doubt, we have the second Lease, which does recite this Lease of *Collett*'s.

Mr. *North.* Nay, my Lord, we have another piece of Evidence that will fortify that Book to be true, as to the Foundation of it, that such a Lease was then made as the Book says; for we have a kind of Particular, or Catalogue of the Evidences of the Dean and Chapter. It is an ancient Writing . And in this there is mention particularly made of a Lease made in 5 *H.* VIII. Pray Sir look upon that, and give an account of it.

Spencer. I have seen this among the rest of the Evidences of the Dean and Chapter of *Pauls.*

Mr. Att. Gen. How long ago? *Spencer.* I cannot directly tell.

Mr. *Pollexfen.* How long do you think, upon your Oath?

Spencer. Two Years ago. *Mr. Att. Gen.* That is since this Contest.

L. C. J. Ay, That is a little too lately for an ancient Writing.

Mr. Serj. *Lutwitch.* Did you see it before Mr. *Neale* or Mr. *Baron* ordered a Search there?

Spencer. I cannot say particularly I did; I have seen this Paper———

Mr. Att. Gen. Paper, Man? it is a Parchment, pr'ythee mind what thou sayst: How long is it since you first saw that Parchment?

Spencer. I believe I have seen it this seven Years, but not that I can swear to have taken any particular Notice of it.

Mr. Att. Gen. Where did you see it first, upon your Oath?

Spencer. Among the rest of the Deeds and Evidences that belong to the Dean and Chapter of *Pauls.*

Mr. Att. Gen. Upon what Occasion did you take notice of it first?

Spencer. Upon searching among the Writings.

Mr. Att. Gen. Who did search with you at that time, upon your Oath?

Spencer. Mr. *Porter.* *L. C. J.* Read it.

Mr. Att. Gen. Was it delivered to Mr. *Neale* before it was brought hither?

Spencer. It is brought here now among the Dean's other Writings, we never use to deliver any out.

Clerk.

Clerk. [*Reads.*] This is dated 2 *Eliz.* 1559. Books and other Writings appertaining

Mr. Serj. *Stringer.* Now we will read the Leaſe to *Marcellus Hall*; wherein this is recited to have been made.

The Leaſe in the Book was read, dated 23. Feb. 5 Ed. VI. *for Five and Forty Years, at* 10 *l. Rent.*

Mr. Serj. *Stringer.* Then the next Leaſe is in 2 *&* 3 *Phil. & Mar.* [*Which was read.*

10. Dec. 2 & 3 Phil. & Mar. *from Dean* Fecknam *to* Marcellus Hall *for Ninety Years from* Michaelmas *before.*

Mr. Att. Gen. There is a Licenſe to alter the Mill, which we ſhall prove he afterwards did.

Mr. Serj. *Stringer.* Your Lordſhip obſerves here were Grounds and ſeveral Houſes at this time lett, with the Mill, and Ponds, and Ditches to receive the Water. After this, *Marcellus Hall* aſſigned to *Adrian Moor*; he in the Year 1618. deviſeth it to his Wife *Mary Moor*; and in 1630. ſhe ſurrenders and hath a new Leaſe for Lives.

Mr. Att. Gen. Shew your Aſſignments, Mr. Serjeant, from *Marcellus Hall.*

Mr. Serj. *Stringer.* That we cannot do, nor need we, for we are not to derive our Title that way, but the Churches Title is ours. We will ſhew you Dean *Donnes* Leaſe to *Mary Moor* upon her Surrender.

Which Leaſe, dated 14 May, 1630. 6 Car. I. *for three Lives at* 10 *l.* &c. *was read.*

Mr. Serj. *Stringer.* Then *Mary Moor*, Six Years after, ſurrenders this Leaſe, and takes a new Leaſe for three Lives in Dean *Winneff*'s time, at 10 *l.* a Year Rent, and 40 *s.* Increaſe.

Which Leaſe dated 5. Aug. 1636. 6 Car. I. *was read.*

Then another Leaſe dated 5. March, 1640. 16 Car. I. *by Dean* Winniff *to* Samuel Whitwick, *and* John Winterburn, *at* 10 *l. the ancient Rent,* 40 *s. before increaſed, and* 4 l. *more now increaſed.*

Mr. Serj. *Stringer.* Thus far it ſtood upon Leaſes for Lives; this Leaſe continued till 1669. till Mr. *Neale* bought this Land, and then he renewed it from the now Archbiſhop, then Dean *Sancroft*, who raiſed the Rent to 80 *l.* during the Life of *Freak*, who was the ſurviving Life, and to 100 *l.* after.

Which Leaſe dated 12. July, 21 Car. 1669. *was read.*

Mr. Serj. *Stringer.* We have brought it home now, my Lord, to the Leſſor of the Plaintiff: For we have ſhewn this Leaſe was ſurrendered to Dean *Stillingfleet*, and thereupon he made the Leaſe to *Garrard* and *Cratford*, which we have given an account of before. And ſo we have ſhewn a Succeſſion of Leaſes from the Church for 130 odd Years.

L. C. J. The laſt Leaſe is at the Rent of 240 *l.* a Year, I think.

Mr. Serj. *Stringer.* Yes, my Lord.

Mr. Serj. *Maynard.* Have you done, Gentlemen?

Mr. Serj *Stringer.* Yes; we have, till you give us farther occaſion, Brother.

Mr. Serj. *Maynard.* Then, may it pleaſe your Lordſhip, and you Gentlemen of the Jury, I am of Counſel in this Cauſe for the Defendant, my Lady *Ivy*. The Plaintiffs have given you a ſort of Evidence for a Title; but the Truth of it is, all that they ſay will not make a Concluſion ſuch as they would have from their Premiſes: For all that they have proved, is that the Deans of *Pauls* ſucceſſively one after another have made Leaſes. They did in the beginning tell you, they had had this Land hundreds of Years: But what have they had? and what Leaſes have they made? But only a Mill, a Bakehouſe, a Trough of Lead, and all Houſes, Lands, Meadows, and Paſtures thereto belonging. We do not deny but that they are to have a Mill; their Leaſes are all ſo, even the new ones do moſtly follow the Tract and Words that were uſed in Queen *Mary* and *Henry* the eighths times. But here is the truth of our Caſe: That the Dean and Chapter had a Mill we agree; nay, more than that we agree that they have Eighteen Acres that lye on the North ſide of *Ratcliff* High-way, and alſo that they have another parcel of Land called the *Lynches.* That this may be underſtood, we now crave leave to deliver Maps to the Court and the Jury.

Mr. Serj. *Stringer.* And we deſire ours may be ſeen too.

Mr. *J. Withins.* Aye, deliver in your Maps, this is the only fit place for them.

Which was done on both ſides.

Mr. Serj. *Maynard.* Then, my Lord, I will go on. We agree, I ſay, they had a Mill which is now taken down and put in another place: We ſhall ſhew them where it did ſtand, and that was no part of the Land now in Queſtion. The Jury have ſeen the place, and I hope have had a ſatisfactory view of it. There was once a Mill ſtanding, and there was once a Pond, but that Mill and Pond doth ſtand elſewhere. The Land in Queſtion we ſay was anciently Marſh Ground, and ſubject to the overflowing of the Water, and it is ſo to this Day. In *H.* VIII. time it was by one *Vanderdelf*, a Dutchman, drained. This

by

by Act of Parliament *Richard Hill* was made Owner of and he convey'd it to *Stepkin*, who was the Defendants Anceſtor, and whoſe Heir ſhe is. And the Boundaries are ſet down in that, and the ſubſequent Conveyances, which cannot poſſibly ſtand with thoſe that their Mill is ſaid to ſtand in. We ſhall ſhew by ſeveral Records the Queen had a Title to it by a Conveyance in way of Mortgage to her, and this afterwards was conveyed back again to the Anceſtor of my Lady *Ivy*. We yield they had a Mill, and they have increaſed the Rent ſufficiently upon it, not to need other Mens Land. They have Houſes built upon it, I know not indeed how much, but I think it is near 1000 *l.* a Year that yields to them. If then we can demonſtratively ſhew you where our Ground is, and where theirs is, and if we affirm our Title by Records and good Conveyances, then by a Pretence to a Mill I hope they ſhall not grind us, or take away all our Land.

Mr. Att. Gen. My Lord, and Gentlemen of the Jury, I crave leave to anſwer the Evidence that has been given, before I enter upon our Title. They have ſpent a great deal of time to derive down a Title to the Dean and Chapter of *Pauls*, to a Mill, a Bake-houſe, and ſome little Ground thereto belonging. And truly, as Mr. Serjeant ſays, no Man ever queſtioned the Dean and Chapter for their Mill, and Bake-houſe, and Leaden Trough. But the thing in Queſtion is, ſeven Acres and an half of Land, which in the Memory of Man was Marſh Ground: If you obſerved it, Gentlemen, upon the view how it lies, you know the *North* Bound is the Dean's *Lynches*, the *South* Bound is the *Thames Wall*, the *Weſt* Bound *Foxes-lane*, and the *Eaſt* Bound is the *Hilly-ground* that is called *Cock-hill*: And we ſay as to all this Land, it is none of the Dean and Chapter's, nor ever did paſs or was enjoy'd by this Leaſe, but we ſhall ſhew you it was under another Leaſe: I muſt obſerve that it is very ſtrange upon their own Evidence that a Mill *cum Pertinentiis* ſhould paſs ſeven Acres of Ground; and a Mill that was demoliſhed ſo long ago as in Queen *Mary's* Time, for ſo we ſhall plainly ſhew you it was, and that theſe Lands containing ſo conſiderable a Revenue ſhould not have a Survey taken of them, or a Boundary made of the Land that they might know what was theirs, and what their Neighbours. For your Lordſhip and the Jury may obſerve in all the Leaſes and Conveyances down to this time in Dean *Collet's* Leaſe, and onward there was nothing mentioned but a Mill with the Apurtenances, or a Tenement with the Apurtenances. But they have not one fixed Boundary of their Lands; and really it cannot be preſumed the Dean and Chapter ſhould be ſo ignorant. Beſides, in the ancient Leaſe that they produce of *Ed.* VI. Time there was a Covenant to pay the Quit-Rent; as for Lands holden of the Mannor of *Stepney*, and we did expect that they would have brought ſome of the Rolls and Records of that Mannor, and out of ſome Survey there remaining, would have given a particular Teſtimony of what Lands belong to the Dean, and what doth not. But in Truth, we ſay this is properly Marſh-Land, for that will be your Queſtion, Gentlemen, that you are to try, I believe, at laſt: Whether theſe ſeaven Acres thus bounded on *Foxes-Lane Weſt*, on the *Thames South*, on the Hilly-way called, *Cock-hill*, or *Mill-ditch Eaſt*, and on the Dean and Chapter's *Lynches North*, be Marſh-ground. The Dean and Chapter have given Evidence of ſome Leaſes which upon the Surrenders were delivered up to them, but there are none produced; they only read the Entries in their Books. Now we ſhall demonſtrate that this Mill of theirs was an Overſhot-mill, for there is mention made of a Leaden Trough, which is the only proper Inſtrument of an Overſhot-mill: Therefore we will firſt ſettle (becauſe they themſelves will not) what is theirs, and then we doubt not to give you Satisfaction that this was never any of theirss but the undoubted Inheritance of the *Stepkins's*, and not a Foot of it belongs to any other Man living. But further, ſince they will not we ſhall produce a piece of Evidence, which indeed we muſt thank Mr. *Neale* for; for he blabbing it about that he had a Survey of the Mannor of *Stepney* which would do our work, put us upon ſearching there for it, and we have it here, and there you will find a particular of all the Dean's Lands, under 33 *s.* and 4 *d.* Quit-Rent: And the Particulars are thus deſcribed in that Book (which ſhews that there was a Tenement that ſtood by the Mill, and that paid a Quit-Rent, and the other Lands came under that Quit-Rent) Twenty Acres called *Shadwell-field* that lyeth on the *North* Side of *Ratcliff* High-way, known at this Day, and all this piece of Ground of Twenty Acres is built upon and improved, which was one part of the Land that came under a Quit-Rent, but not pretended to be any part of this. The next is Five Acres, called *The Linches*, and it appears by the Record to be but five Acres, and ſo it is meaſured now. *Ratcliff* High-way went on the Top of the Hill, and this is called the *Lynch-way*, not improved nor built upon, and is exactly abutted according to our Records, and decyphered by Acres to an Acre. Then comes the third Parcel, and that only concerns you to enquire of, whether theſe ſeven Acres and an half be parcel of that: And that is deſcribed in the Record to be a Tenement called *Derrick-hills*, which is a Bake-houſe with a Mill, and the Lead and Trough, the Appurtenances of the Mill at

the Rent of 33 *s.* and 4 *d.* Theſe are all the Parcels named of the Dean and Chapter's Lands. And at the laſt Tryal when they produced the Deed of Purchaſe whereby this was conveyed to the Dean, which I think was in *H.* III. Time, it yielded but 3 *l.* a Year in the whole, and now in time it is come to 2000 *l.* a Year, without this great Gobbet, which they intend now if they can to ſwallow up: And now as to this Parcel all they can claim is but a Mill, and in the later Leaſes it is a Houſe where the Mill ſtood, and that we ſhall ſhew by Records where it ſtood; and it is ſaid to be called *Derrick-hills*, and ſcituate on the *Eaſt* end of the Marſh now in Queſtion. And to go a Step farther, we ſhall ſhew that this was altered in Queen *Mary*'s Time; for in 5 *Ed.* VI. the Book wherein their Leaſe is, makes mention of the Mill as ſtanding; then in 10. *Dec.* 2 *&* 3 *Ph. & M.* there is a kind of Miſtery which we ſhall by our Evidence unriddle: For then though the Tenant had above Forty Years in being and to come, he muſt renew his Leaſe from Dean *Fecknam* at that time. Now we ſhall ſhew that the 20th of the ſame *December*, this Place where the Mill then lately ſtood was let to *John Carter*, *Oarmaker*. There is in that place at this Day Lands and Houſes, that yield the Dean and Chapter an Hundred Pounds a Year, diſtinct from the *Linches* and the *North* Ground of *Ratcliff* High-way, and that is a very good Improvement for a Mill and a Bake-houſe, and a Leaden Trough, and a Ditch for the Water. Now by their Leaſe in 1630. they recite that the *Mill* was not worth the keeping up, and according to the Power given them by the Leaſe, 2 *&* 3 *Phil. & Mar.* to pull down the *Mill*; it was pull'd down, and built upon, and it came to yield them 100 *l.* a Year as it doth at this Day. After this we ſhall call Witneſſes to ſet forth that in this Place in the *Eaſt* End of *Cocock-hill* in the *Memory* of *Man* there was found the Floor of the old *Mill*, and there are thoſe living that can atteſt it. So we ſhall ſhew they are fiſhing in a wrong Pool, they have ſufficient to anſwer their Deed of purchaſe; and all the Evidence that hath been given you will appear to be only to entertain the Court with an amuſing nothing, and to take up the time. But we ſhall go yet a Step further, and ſhew beyond all peradventure, that this Land in queſtion was *Marſh* Ground: And the other ſide muſt admit, that if it be *Marſh* Ground the Dean and Chapter have nothing to do with it, never pretended to a Foot of it, nor doth any Tittle of their Evidence mention *Marſh* Ground. And truly we will admit it to them if it be not *Marſh* Ground we have nothing to do with it. So that Gentlemen, your great Queſtion is, whether this be *Marſh* Ground or not? And thereupon the main of the Queſtion will be about the *Eaſt* Boundary alone, and no other: For that *Wapping-marſh* bounded *South* on the *Thames*, *North* on the *Lynches*, and *Weſt* on St. *Katherines* is no Queſtion, nor never was in all the Tryals that have been. Therefore the only point that the Evidence is to be applied unto is about the Eaſtern Boundary. That we lay to be *Cock-hill*, anciently called *The Hilly-way*, or *Mill-bank*, now *Cock-hill*, and in the Records of *Stepney Mannor*, it is called *Cornhill*: And it is a riſing hilly Ground, it appears to be ſo to this Day, I appeal to the Jury who have ſeen it. Now that this was *Marſh* Ground, and the Inheritance of the *Stepkins*'s, we ſhall prove by theſe ſteps. Firſt we ſhall produce an Act of Parliament made in 27 *Hen.* VIII. wherein the Bounds appear to be plainly the ſame as now we ſay they are at this day, only now it is all built, that is all the Difference; and the *Marſh* doth thereby contain 130 Acres. Now by that Act, the whole *Marſh* is veſted as to one *Moiety* in *Richard Hill*, as Aſſigne, of *Vanderdelf* the Dutchman, who had dreined it, and for his Pains was to have one half and he agreed with Participators among whom *Stepkins* was one, and had 53 Acres, and particularly this Land. So that the Dean of *Pauls* muſt derive a Title from this Act, if he will have the Land. But we ſhall ſhew how they colour their Poſſeſſion. Afterwards *Richard Hill*, 11. *Nov.* 37 *H.* VIII. he doth make a Leaſe to the Dean and Chapters *Miller*, and that for Thirty Four Years, wherein you will exactly ſee the Boundaries of the Act are purſued. After he had leaſed it thus to the Dean's *Miller*, he paſſeth away the Inheritance to *Thomas Stepkins*, in time, 16. *Apr.* 6 *Ed.* VI. *Mercellus Hall* the *Miller*, after *Stepkins* had obtained the Inheritance upon Agreement between them gets a Leaſe from *Stepkins* of 128 Years of the Lands in Queſtion, as you may ſee by the Bounds they are exactly the ſame, and this was in time 20. *Apr.* 6 *Ed.* VI. So the *Miller* had now Ground on both ſides the way that is called *Cock-hill*. On the *Eaſt* ſide by Leaſe from *Hill*, on the *Weſt* ſide by Leaſe from *Stepkins*. Then in point of time we ſhall come to ſhew the Leaſe made to *Roper*. For *Marcellus Hall* after he had taken this long Leaſe from *Stepkins* 30 *Nov.* 2 *&* 3 *Phil. & Mar.* doth demiſe the Land in Queſtion to *Richard Roper* for Twenty Four Years: And we ſhall ſhew that in all the Queen's Time *Roper* was Tenant. Then *Jaſper Hill*, who was the Heir of *Richard Hill*, in 12 *Nov.* 5 *&* 6 *Ph. & M.* by Deed and afterwards 3 *Eliz.* by Fine and common Recovery, conveys all theſe Lands particularly by Name, and releaſeth them to *John* and *Macheline Stepkin*, and the Heirs of *John*, and ſo lodged the Inheritance in the *Stepkinſes*, all but that which was thus out in a long Leaſe to *Marcellus Hall*. We ſhall prove

that

that before *Richard Hill* died, he entred into a Statute to *Vivold* and *Salvago* for a great Sum of Money; and this Statute comes to be extended 3 *Eliz.* and there this Land notwithſtanding theſe Leaſes, are ſeized and extended as *Hill's* Lands. We ſhall ſhew all this Land upon a Commiſſion of *Sewers* had a Survey taken of it. When we have ſhewn all theſe Records, and proved that this is Marſh Ground, and not a Witneſs of theirs, but muſt acknowledge it to be Marſh Ground; (for that place of *Foxes-Lane*, was raiſed at leaſt Nine Foot, and ſo proportionably was the reſt of the Ground: And it appears at this day that upon a high Tide, all their Sellars are overflown) I think then you will make no doubt, whether this be our Land or no; and to proceed in this Order that I have opened, we will firſt ſhew you the Survey. There was one thing I forgot about the Eleven Acres.——

Mr. Serj. *Stringer.* What is it you read firſt Sir?

L. C. J. What do you begin with Mr. Attorney?

Mr. Att. Gen. Your Lordſhip obſerves they ſhew a Leaſe from Dean *Fecknam*, the 10 *Dec.* 2 *&* 3. of *Ph. & M.* Now on the 22. *Dec.* in the ſame Year, we ſhall ſhew *Marcellus Hall* by Leaſe to *Carter*, butts it upon the *Eaſt* ſide of the Mill.

L. C. J. I took Notes the laſt time of your Evidence, and it began in *H.* 8. time.

Mr. *Att. Gen.* My Lord, when we come to our Title, we ſhall go on in the ſame Method we did then; but now we are only ſhewing where the Lands are.

L. C. J. Go your own way.

Clerk [*Reads.*] This Indenture made the 22th day of *December*, in the Second and Third Years of the Reigns of our Soveraign Lord and Lady *Philip* and *Mary*, by the Grace of God, King and Queen of *England*, *Spain*, *France*, both the *Cicilies*, *Jeruſalem*, and *Ireland*, Defenders of the Faith; Arch-Dukes of *Auſtria*; Dukes of *Burgundy Millain* and *Brabant*; Counts of *Haſpurg*, *Flanders* and *Tyroll*; between *Marcellus Hall* of *Ratcliff*, Miller of the one Part, and *John Carter* of *Ratcliff*, Oar-maker of *Stebunheath*, of the other Part; *Witneſſeth*, That the ſaid *Marcellus Hall* hath Demiſed, Granted, and to Farm Lett unto the ſaid *John Carter*, that his Wharf lying in *Ratcliff*, where late the Mill ſtood, called *Ratcliff Mill*, adjoyning on the *Weſt* upon the *Eaſt* ſide of the Mill Ditch, *alias* Mill Dam, reaching from thence *Eaſtward* 30 Foot; and from the *North-eaſt* Corner of the ſaid *Mill-Dam*, Southward to the River of *Thames* 20 Foot; to have and to hold all and whole the ſaid Wharf, as is before ſpecified, with all Commodities and Profits belonging to the ſame, to the ſaid *John Carter*, to his Heirs, Executors, and Aſſigns, from the Feaſt of St. *Mary* the Virgin, immediately following the Date of theſe Preſents, until the End and Term of 30 Years.

L. C. J. This Leaſe was Read the laſt time.

Mr. Serj. *Stringer.* Yes, it was ſo my Lord.

Clerk Reads.—— to be fully compleat and ended, yielding and paying therefore for the ſame, unto the ſaid *Marcellus Hall*, his Heirs, Executors, and Aſſigns, Ten Shillings of lawful Money of *England*, yearly; that is to ſay, at the Feaſt of the Annunciation of St. *Mary* the Virgin: And if it happen the ſaid Rent to be behind and unpaid at the ſaid Feaſt, in part or in all by the ſpace of one Fortnight, and lawfully asked of the ſaid *John Carter*, his Executors and Aſſigns, then it ſhall be lawful to the ſaid *Marcellus Hall*, his Heirs, Executors, and Aſſigns, to Diſtrain for his ſaid Rent ſo being behind, and the Diſtreſs ſo taken, to keep until ſuch time as the ſaid Rent with the Arrearages be fully ſatisfied and paid.——

L. C. J. For how many Years is that? *Mr. Att. Gen.* Thirty Years.

L. C. J. What is demiſed by this Leaſe? *Mr. Att. Gen.* Read the particulars agen.

Sir *J. Trevor.* My Lord, we would gladly know where they had this Leaſe, that ſo it may appear whence it came, for we know they have an excellent Art at finding out of Deeds.

L. C. J. Ay, come, ſhew where you had it. Let me ſee it.

Mr. Att. Gen. We did produce it at the laſt Tryal, and at the firſt too.

L. C. J. But that this Jury knows nothing of, and they call for ſome account of it on the other ſide.

Mr. Att. Gen. Mr. *Knowles*, do you know any thing of that Deed? When did you firſt ſee it? Mr. *Williams.* And where had you it?

Knowles. My Lord, I had it in a Garrot, in a kind of a Nook, about ſix Foot long, and three Foot and an half wide, in my own Houſe, in the Garrot among other Writings.

L. C. J. How came you to have them?

Knowles. As I was Executor to *Winterburn.*

Mr. *Powis.* Pray Mr. *Knowles*, will you tell upon what occaſion you looked there and found them? Mr. Serj. *Pemb.* Ay, pray give an Account of the whole.

Knowles.

Knowles. My Lord, upon the Second of *Auguſt*, 1682. was the firſt time I ever ſaw my Lady *Ivy* to my Knowledge; and ſhe was informed by one Mr. *Vicearer*, that I had ſeveral Writings of *Winterburn's*; I told her I had ſo, and my Lady deſired me to ſearch among them, if there were any Writings that concerned *Stepkins's* Eſtate; I told her it would take up a Months time to look them all over, for there was a great Quantity of them. She ſaid, I would do her a great kindneſs if I would look; I promiſed her I would; and upon the Fourth of *September* I think I found the Deed.

L. C. J. How was *Winterburn* concerned?

Mr. Att. Gen. They have ſhewn that he was owner of the Land once.

Mr. *Williams.* Did you ever read over that Leaſe?

L. C. J. I ask you again how was *Winterburn* concerned?

Knowles. He was Partner with *Wright*, who ſold the Eſtate to Mr. *Neale.*

Mr. Soll. Gen. Wright ſold to *Neale*, *Winterburn* died, and this Man was his Executor, and ſo he came to the Writings.

Mr. Att. Gen. But pray Mr. *Knowles* tell us, were theſe Writings ever ſhewn to Mr. *Neale*?

Knowles. In the year 1669. when Mr. *Neale* bought this Eſtate of my Uncle *Wright*, the Writings were all to be looked over; and upon Mr. *Neale's* requeſt, all the Writings were ſent to his Council, a Gentleman in *Grays-Inn*, one *Cage*, I think his Name was, or ſomething like it; and there they were left Three Months, and I believe in my Soul that Deed was among them.

Mr. Att. Gen. Were they brought back agen?

Knowles. There were Two Hampers brought back.

Mr. Att. Gen. Had you any Diſcourſe with Mr. *Neale* about this Buſineſs?

Knowles. I was Arreſted upon his Account in an Action of 2000 *l.* and he preſently after came and got me off from that Action, and told me, Mr. *Knowles*, I am ſorry you were Arreſted upon my Account; ſo am I too, Sir, ſaid I; ſaid he, I do believe really you found that Deed; I did ſo, Sir, ſaid I; But, ſays he, pray will you anſwer me one Queſtion ſeriouſly; that I will, two or three if I can Sir, ſaid I, ſays he, did not my Lady *Ivy* or *Baniſter* foiſt the Deed into your Houſe; no, ſaid I, for before ever I ſaw either of them I had ſeen that Deed; then I am undone, ſays he.

Mr. *Williams.* Who was by pray, when this Diſcourſe paſt between you and Mr. *Neale*?

Knowles. There was none but he and I.

Mr. *Williams.* It was at the Tavern; Mr. *Neale*, I ſuppoſe, will not deny this.

L. C. J. Will he not? Will you take his word for it?

Knowles. I do ſay, I found that Deed there.

L. C. J. Read it, read the Demiſe. But Mr. *Knowles*, let me ask you a Queſtion or two; as I underſtood, you ſaid my Lady *Ivy* deſired you to look among *Winterburn's* Writings, for Deeds that concern'd *Stepkins's* Eſtate? *Knowles* Yes, my Lord.

L. C. J. Where was that? *Knowles.* That was at her Houſe.

L. C. J. And when did you find this Deed?

Knowles. I found the Deed in *September*, before any body came to look with me, or was in the place with me.

L. C. J. Was there any body with you when you found the Deed? *Knowles.* No.

L. C. J. Then you found it your ſelf. *Knowles.* Yes.

L. C. J. Did you read it?

Knowles. I did the Outſide, what was I concerned further.

L. C. J. Nay, do not be angry; when thou art moſt calm, thou ſpeakeſt ſo faſt, a Man can ſcarce underſtand thee; anſwer my queſtion fairly; you ſay you read it, what part was it you did read? *Knowles.* The Backſide, the Outſide.

Mr. *Williams.* There is nothing writ upon the Outſide.

L. C. J. How did you gather by reading the Outſide, that it concerned my Lady *Ivy*?

Knowles. I only read *Stepkins's* Name:

L. C. J. Stepkins's Name you ſay. *Knowles.* What Deed do you ask me upon?

L. C. J. That Deed, the only Deed you have ſeen here. What is your Chriſtian Name?

Knowles. Stephen Knowles.

L. C. J. If I miſtook you I beg your Pardon; our Queſtion is concerning this very Deed now Shewn to you.

Knowles. I thought you had meant the Leaſe of 128 Years.

L. C. J. Well then, let that paſs for a miſtake; I would know of you now ſomething concerning this Deed. Look upon it—— (which he did——) upon your Oath when ſaw you that Deed firſt? *Knowles.* I cannot ſay what day it was.

L. C. J. But, look you, if I miſtook you not, (if I did, I ask your Pardon agen) Did not you ſay, you found that very Deed among a great many other Writings of *Winterburn's*, in

in a Room, ſo many Foot long, and ſo many Foot Wide, in your Garrot? Did not you ſay, that in time you ſaw my Lady *Ivy* firſt upon the 2d of *Auguſt*, 82. that you found that Deed in *September* following? And did not you tell us, that you did believe in your Conſcience, that in the Year 1669. Mr. *Neale* had this Writing among others, ſent to the Chamber of ſuch a Gentleman in *Grays-Inn*; that they remained there Three Months, and then were brought back again to you; and you believe in your Conſcience this was one of them? And did not you ſay, when I asked you, how you came to know this belonged to my Lady *Ivy*; you ſaid, becauſe my Lady *Ivy* had ſpoke to you to look if there was any thing belonging to *Stepkins*, and you read the Outſide of the Deed, and found *Stepkins*'s Name, and ſo you knew it to concern her? Did not you ſay all this?

Knowles. I believe I did.

L. C. J. Now tell me then by the Outſide of that Deed, how thou can'ſt tell that belonged to *Stepkin*'s, for if thou can'ſt, thou art more crafty than any body here I believe?

Knowles. I thought it had been the long Leaſe, for that has *Stepkins* on the Outſide.

L. C. J. Well, let that paſs for a miſtake; we muſt now begin again upon a new matter: when firſt ſaw you that Deed?

Knowles. In *September*, 1682.

L. C. J. How do you know that? *Knowles.* I put my Hand to it.

L. C. J. Did you read the Inſide of that Deed? *Knowles.* No, I did not.

L. C. J. Look you then, we ask you how you came to know it was a Deed belonging to *Stepkins*? *Knowles.* I read the Backſide, and put my Hand it.

L. C. J. How came you to put your Hand to this Deed as belonging to *Stepkins*, when you never looked into the Deed?

Knowles. When I found this Deed to have written upon it *Marcellus Hall*, I did believe it was ſomething that concerned the *Stepkins*'s.

L. C. J. Let us ſee the Deed now——— (which was done)——— You ſay that was the Reaſon upon your Oath? *Knowles.* Yes, it was.

L. C. J. Then look upon it again, and do not be ſurprized, but let us have truth come out in God's Name. Was that the Reaſon? *Knowles.* It was my Lord.

L. C. J. I would fain ſee Mr. *Sutton*, I have a queſtion to ask him.

Mr. Att. Gen. Here he is, my Lord.

L. C. J. Give Mr. *Sutton* his Oath——— (which was done)——— Look upon the Outſide of that Deed, and upon your Oath tell us whoſe Hand Writing that is.

Sutton. All but the word *(Left.)* is my Hand Writing.

L. C. J. Are not the words *Marcellus Hall* all of your Hand Writing?

Sutton. It is.

L. C. J. Then how could'ſt thou know this to belong to the *Stepkins*'s by the word *Marcellus Hall*, when you firſt diſcovered this Deed in *September*, 1682. and you found it by your ſelf, and put your hand to it; and yet that *Marcellus Hall* be written by Mr. *Sutton*, which muſt be after that time.

Mr. Att. Gen. He ſays he knows it, becauſe he put his Hand to it, I ſuppoſe he read ſomewhat of the Inſide.

L. C. J. He ſaid the Backſide, the Outſide; he did not read the Inſide.

Mr. Att. Gen. My Lord, I deſire our Evidence may not be anticipated.

L. C. J. Mr. Attorney, I would not anticipate your Evidence, but I muſt tell you by the way, your Evidence anticipate themſelves: And this fellow *Knowles*, without any more adoe, has proved himſelf an errant notorious Knave. And if your Evidence will blunder and ſpoil themſelves, I cannot tell how to help it. I knew, as ſoon as I ſaw the Deed, that that was *Sutton*'s hand; I know his hand, as well as that you are Mr. Attorney.

Mr. Sol. Gen. Pray, My Lord, give me leave to ask him a queſtion, which I hope may clear all this matter, for it is plain the Man is miſtaken.

L. C. J. Miſtaken? Yes, I aſſure you very groſly. Ask him what Queſtions you will; but if he ſhould Swear as long as Sir *John Falſtaffe* fought, I would never believe a word he ſays.

Mr. Sol. Gen. Did you look into the middle of any one of the Deeds.

Knowles. Yes, I did.

Mr. Sol. Gen. Can you tell which you looked into the inſide of, and which you did not?

Knowles. The Leaſe and ſome others I did, but I cannot particularly tell.

Mr. Sol. Gen. Then, my Lord, here is the Caſe: Here are multitudes of Deeds, and a Man looks on the Inſide of ſome, and the outſide of others; is it poſſible for a Man to ſpeak poſitively to all the particular Deeds, without being liable to miſtake?

L. C. J. Mr. Sollicitor you ſay well, if he had ſaid I looked upon the outſide of ſome, and the inſide of others, and where-ever I ſaw either on the outſide, or in the inſide the

Name of *Stepkins*, or *Marcellus Hall*; I layd them by, and thought they might concern my Lady *Ivy*, that had been ſomething. But when he comes to be asked about this particular Deed, and he upon his Oath ſhall declare that to be the Reaſon why he thought it belonged to *Stepkins*, becauſe of the Name of *Marcellus Hall* upon the outſide, and never read any part of the Inſide, when *Sutton* ſwears *Marcellus Hall* was written by him, what would you have a Man ſay?

Mr. *Sol. Gen.* My Lord, I have but this to ſay; if there were never a Deed delivered by *Knowles* to my Lady *Ivy* or *Sutton* where *Marcellus Hall*'s name was written on the backſide of it, but by Mr. *Sutton*, I confeſs it were a ſtrong Objection: But where there are other Deeds, and a great many, a Man may eaſily be miſtaken. It is impoſſible for any Man in a Multitude of Deeds that he finds among a great Parcel, and delivers many of them out to take it upon his Memory particularly which he looked on the inſide of, and which he looked on the backſide or outſide of.

L. C. J. Did not he give it as a particular Reaſon of his Knowledge, that they belonged to my Lady *Ivy*: For wherever he ſaw *Marcellus Hall*, or *Stepkins*, he thought that belonged to her.

Mr. Sol. Gen. Wherever he ſaw thoſe Names, that is, either in the inſide or out ſide.

L. C. J. Under Favour, Sir, he did not ſay ſo; but poſitively ſaid, he knew it by that Name. And you ſhall never argue me into a belief that it is impoſſible for a Man to give a true Reaſon, if he have one, for his Remembrance of a thing.

Mr. Sol. Gen. I beg your pardon, my Lord, as I apprehended him, he ſwore he looked into the inſide of ſome, and the outſide of others, and there were a great many of them.

L. C. J. And I beg your Pardon, Mr. Sollicitor, I know what he ſwore as well as any Body elſe: If indeed he had ſworn cautiouſly and with care, it might have been taken for a ſlip or a miſtake.

Mr. Att. Gen. My Lord, we muſt leave it upon its own Weight; but we are not come to our Title yet: I have the Deed in my Hand, which is a very old one, and therefore needs not ſuch exact Proof. He is miſtaken we do own it, and I muſt appeal to the Court whether a Man may not be miſtaken in a great multitude of Deeds.

L. C. J. Well, now after all this is done, let him give an account how he came to know this to belong to *Stepkins*, or my Lady *Ivy*, if he can. I ſpeak it not to prejudice your Cauſe, but only to have the Truth come out. But for the Witneſs that ſwears, it may affect him I aſſure you. Give him the Deed, and let him look upon it—— Look upon the inſide, and look upon the outſide too.

Knowles. I believe, my Lord, upon better Conſideration I have read this Deed before now.

L. C. J. Very well, and yet you ſwore the contrary juſt now.

Knowles. I was in amaze, my Lord. *L. C. J.* I am ſure thou ſworeſt wildly.

Mr. Sol. Gen. Pray what Deed did you take it to be at firſt?

Knowles. The Leaſe of 128 Years. *L. C. J.* Pr'ythee read it now to us.

Knowls. Reads———This Indenture made the 22th Day of *Dec.*———

L. C. J. Between whom?

Knowls. Reads——— Between *Marcellus Hall* of *Ratcliff*, *Miller*, of the one part, and *John Carter*, *Oar-maker*, of the other part, witneſſeth that the ſaid *Marcellus Hall* hath demiſed, granted, and to Farm letten to the ſaid *John Carter*, all that Wharf lying in *Ratcliff*, where late a Mill ſtood, called *Ratcliff-Mill*———

L. C. J. Can you ſay you ever read ſo much before? *Knowles.* I believe I did.

L. C. J. When was it? *Knowles.* In *Septemb.* 1682.

L. C. J. Then you read it before you ſhewed it to my Lady *Ivy*.

Knowles. Yes, my Lord.

L. C. J. And you found what the Contents were by Reading?

Knowles. Yes, my Lord.

L. C. J. Did you read it through? *Knowles.* No; I did not I believe.

L. C. J. How far do you think you read? *Knowles.* As far as I have read now.

L. C. J. Did you find any thing there of the Name of *Stepkins*?

Knowles. No, not in that I did not.

L. C. J. I would deſire to know of you who it was that came to my Lady *Ivy* to inform her you had ſuch and ſuch Writings?

Knowles. It was one Mr. *Vicarer*, about a Tryal that was to have been two or three Years ago, at the Bar of the Court of *King's Bench* here, but the Cauſe did not then go on; after that, Mr. *Vicarer* did tell my Lady, that one *Knowles* had a great Company of Writings that were *Winterburn's*, and ſhe deſired him that he would pleaſe to talk with me, to

ſee

ſeb If I could do her any Kindneſs or Service in any of thoſe Deeds: The firſt time that I ſaw her was the Second of *Auguſt*, as near as I can remember, and then I told her, I was Executor to *Winterburn*, and had a great many Writings; ſaid ſhe, do you know the Hand of *Stepkins*? if you do, and can find any Writings that relate to *Stepkins* you will do me a great Kindneſs.

L. C. J. Did ſhe name any body elſe to you?

Knowles. She named one *Lun*, and one *Barker*, and one *Holder*, and ſeveral others; I do not remember all.

L. C. J. Was there Mention made of one *Collett*? *Knowles.* No.

L. C. J. Was there of one *Donne*? *Knowles.* Of one *Lun* there was.

L. C. J. Of one *Fecknam*? *Knowles.* No.

L. C. J. Of one *May*? *Knowles.* No.

L. C. J. Of one *Joan Hall*? *Knowels.* No.

L. C. J. Was there any mention made of any *Hall*? *Knowles.* Yes there was.

L. C. J. What *Hall* did ſhe ſpeak of?

Knowles. I am not certain whether any *Hall* was named or no.

Mr. Att. Gen. He ſays, he is ſure there was of *Stephens*, and ſeveral others, but not of any *Hall*.

L. C. J. He does ſo, Mr. Attorney. But now I would ask him this Queſtion; If there were no mention of any *Hall*, how came you to find out that this Leaſe from *Marcellus Hall* to *Carter*, ſhould affect *Stepkins* or my Lady *Ivy*.

Knowles. My Lord, I will give you an account of that.

L. C. J. Ay, do if you can.

Knowles. This was at the firſt time that I ſaw my Lady *Ivy*, that this Diſcourſe was between us; upon another Diſcourſe at another time, *Hall* was mentioned to me.

L. C. J. How many Names did ſhe tell you of at firſt?

Knowles. I cannot remember them all.

L. C. J. He remembers as punctually as can be the Second of *Auguſt* to be the firſt time that ever he ſaw my Lady *Ivy*, and then ſhe ſpoke to him of looking for Writings that concerned *Stepkins*, and *Lun*, and *Barker*; and he remembers ſuch a day, the Fourth of *Sept.* 1682. he found the Deeds, but he will not give any account how he came to know by *Hall*'s Name that this belonged to *Stepkins*. I would fain know when you firſt heard of the Name of the *Halls*?

Knowles. It was all within a Months time.

L. C. J. Who was it firſt ſpoke to you to enquire about the *Halls*?

Knowles. My Lady *Ivy* ſpoke to me about *Hall* when I gave her an account of ſome Deeds I had found.

L. C. J. How often did you look over the Writings?

Knowles. Several times.

L. C. J. The firſt time did you give my Lady *Ivy* an Account that you had found any thing?

Knowles. Yes, I gave her an Account of the Leaſe of 128 Years.

L. C. J. Did you find nothing elſe but that? *Knowles.* Yes.

L. C. J. What did you find elſe?

Knowles. Several: I cannot give an account of all.

L. C. J. Did you find that Leaſe or this Deed firſt? *Knowles.* The Leaſe.

L. C. J. When did you firſt find this Deed?

Knowles. The Fourth of *September* I found the Leaſe, and within Fourteen or Fifteen Days after I found the reſt.

L. C. J. How many deeds did you find out? *Knowles.* Half a Score.

L. C. J. Who was by when you found the Deeds the ſecond time?

Knowles. When I had found the Leaſe for 128 Years, I laid it by, and looked further for other things, and found a Mortgage which concerned my ſelf, and that made me more eager to look for what might concern me beſides, that I was not ſo careful as I ſhould have been of the Leaſe of 128 Years, but mixed it among the Writings again, but I told my Lady I had found ſuch a Deed, and ſhe ordered Mr. *Baniſter* to help me to find it again.

L. C. J. Pr'ythee anſwer me once more; Who firſt put you in mind of looking after the *Halls*?

Knowles. My Lady *Ivy*.

L. C. J. Was any body by when ſhe ſpoke to you to look after the *Halls*?

Knowles. Yes; Mr. *Baniſter* was by. *L. C. J.* Who elſe?

Knowles. Several of my Ladys Servants.

L. C. J.

L. C. J. Name ſome of them that were by.

Knowles. There was Mr. *Baniſter's* Wife and his Daughter by.

L. C. J. What day was it my Lady *Ivy* firſt ſpoke to you to look after the Halls?

Knowles. Within a Week after I firſt ſaw her.

L. C. J. Was it before you found the Leaſe you ſpeak of.

Knowles. Yes, it was before.

L. C. J. How comes it to paſs then, that you did not find it at the firſt looking, which was the Fourth of *September*, when you found that Leaſe you ſay?

Mr. Att. Gen. We muſt lay aſide the Teſtimony of this Man.

L. C. J. Ay, ſo you had need.

Mr. Sol. Gen. Pray leave the Deed in Court, we ſhall have Mr. *Neale* too buſie with it elſe.

Mr. Att. Gen. We ſhall deſire your Lordſhip to conſider all the uſe we make of this Deed, is to prove, that the Mill was removed to another place.

L. C. J. I do not know what it proves, but if you had kept your Witneſs *Knowles* in the Mill, I think you had done better than brought him hither.

Mr. Att. Gen. Swear Mr. *Baniſter* and Mr. *Clerk*—— which was done.

Mr. Sol. Gen. Did you examine that with the Roll, Sir? *ſhewing him a Paper.*

Mr. *Clerk.* Yes, Sir, I did examine that with the Book that Mr. *Northy* ſhewed me, I think they ſay he is Steward of the Mannor of *Stepney*; he read in the Book, and I read the Copy; and it is a true Copy of a Survey of that Mannor taken 25 *Eliz.*

Mr. Att. Gen. I heard ſay you have the Books of the Mannor here, pray let them be produced.

Mr. *Williams.* You are merry Mr. Attorney, if it is a true Copy pray let it be read.

Clerk (Reads.) The Dean of St. *Pauls* holds freely of Fee one Field, containing by eſtimation

L. C. J. Who is Lord of the Mannor of *Stepney* now?

Mr. *Powis.* My Lady *Wentworth* is Lady of the Mannor.

Clerk (Reads.) The Dean of St. *Pauls* holds

L. C. J. This bounds it on the Eaſt on the Dean and Chapter of *Pauls* Lands, and ſo doth you no good.

Mr. *Williams.* Let them go on, my Lord.

Mr. Att. Gen. With ſubmiſſion theſe are our exact Boundaries.

L. C. J. Well go on.

Mr. Att. Gen. We ſhall go on, and with Submiſſion theſe Bounds exactly agree with the Bounds that are ſet by the Act of Parliament for draining the Marſh. Here is nothing that we can ſee that they can claim but a Mill and Bake-houſe, and they are all bounded on the Weſt by *Wall Marſh*, and the Linches are bounded in part upon the North, and in part upon the Weſt, and there was a little part of the Marſh did run into the North Bounds. But now we ſhall come to our Evidence, and firſt we ſhall ſhew the Act of Parliament.

Which being A° 22° H. 8. *was read.*

Mr. Att. Gen. Next we ſhall ſhew *Richard Hill's* Conveyance by Mortgage, to *Vivold* and *Salvago.*

Which Indenture of Mortgage was read.

Clerk (Reads.) This Indenture made the Eighth day of *November*, in the 32th year of our Soveraign Lord King *Henry* the Eighth, between *Richard Hill* Citizen and Mercer of *London* of the one party, and Anthony *Vivold*, and *Henry Salvago*, Merchants, of of the other party; *Witneſſeth*, That where the ſaid *Richard* before time was indebted unto the ſaid *Anthony Vivold*, and *H. Salvago* in the Sum of 560 *l.* of Lawful Money of *England*, whereof they of their free will have pardoned 280 *l.*

The ſaid *Richard Hill* by theſe Preſents All that Moiety of Marſh Ground being 130 Acres, lying and being that is to ſay, from *Ratcliff* Mill that joins to the Hilly Linch to *Ratcliff* Town, on the Party of the Eaſt, to *Graſh Mill* by the *Hermitage*, on the party of the Weſt, on the High Way, leading from *London* to *Ratcliff*, on the party of the North, and on the River of *Thames*, on the party of the South given and aſſured to the ſaid *Richard Hill*, by Authority of Parliament in the 27th year of the moſt Noble Reign to have and to hold——

Mr. Att. Gen. This doth veſt the Lands in queſtion, with others in *Vivold* and *Salvago*, as a Security for their Money.

Mr. Sol. Gen. Now we ſhall ſhew a Leaſe from *Hill* to *Marcellus Hall.*

Clerk (Reads.) This Indenture made the Eleventh day of *November*, in the Thirty Seventh year of the Reign of *Henry* the Eighth; between *Richard*

Richard Hill, Citizen and Mercer of *London*, of the one partie, and *Marcellus Hall* of *Ratcliff*, Miller of the other partie; *Witneſſeth*, That the ſaid *Richard Hill*, for the ſum of Six pounds of lawful Money of *England*, to him in hand paid, at the enſealing and delivery hereof, whereof the ſaid *Richard Hill* hereby acknowledgeth himſelf to be fully ſatisfied contented and paid, and whereof he doth clearly acquit and diſcharge the ſaid *Marcellus Hall*, his Executors and Adminiſtrators by theſe Preſents, hath Demiſed, Granted, and to Farm Letten, and by theſe Preſents doth Demiſe, Grant, and to Farm Lett unto the ſaid *Marcellus Hall* a parcel of Marſh Ground, lying and being at the Eaſt end of the Marſh that Butts on *Ratcliff* Hilly Marſh Wall-bank, or Wall belonging and the Well *Shadwell*, containing by eſtimation Eleven Acres and an Half, more or leſs, abutting on the *Thames* Wall, on the party of the South, to the Lands called the *Deans Linches*, on the party of the North, and on the Wall that reaches from the Linches to the Iſland, by the Pond on the Weſt.

with all the Foreland and Soyle All which Marſh Land is in the Pariſh of *Stebunheath* To have and to hold the ſaid Marſh Land Foreland and Soyle to the ſaid *Marcellus Hall*, from the Feaſt of the Annunciation of St. *Mary* the Virgin next coming, for Thirty and Four Years——

Mr. Att. Gen. This was a Leaſe made to their Miller, and contains Eleven Acres and half an Acre, which we ſhall ſhew is juſt exactly the contents of our Land. Next then we ſhall come to the Conveyance made to *Thomas Stepkin*, which will bring us to our Title.

L.C.J. Read the Reſervation of that Leaſe.

Clerk (Reads) Yielding and paying therefore yearly, and every year unto the ſaid *Richard Hill*, his Executors and Aſſigns, Three pounds of good and lawful Money of *England*, at four Terms of the year, that is to ſay, the Feaſt of the Nativity of St. *John the Baptiſt*, St. *Michael the Archangel*, the Birth of our Lord, and the Annunciation of St. *Mary* the Virgin.

Mr. S. Pemberton. Pray, my Lord, we deſire they may give ſome account of this Leaſe where they had it, and how they came by it.

M. Att. Gen. You have had it in your hands, you ſee what it is.

Mr. S. Pemberton. Yes, and therefore we deſire to know ſome thing about it, becauſe we find *Knowles* hand to it.

Mr. Att. Gen. We can give you a better account of it than you think for, but that will let you into an hours wrangle more, which is all you have to ſay for your ſelves. We have it, diſprove it.

Mr. S. Pemberton. You have it we ſee, but remember you will give no account where you had it. But then we deſire to ask Mr. *Knowles* a Queſtion. Whether my Lady *Ivy* was with him——

Mr. Att. Gen. My Lord, we deſire we may go on and give our Evidence intire, they would fain break in upon us, and take up another hour in quarrelling with our Witneſs. When we hear them in their time offer to impeach the Validity of the Deed, then will be our time to juſtifie it; and I doubt not but we ſhall give a ſatisfactory account of it. Pray will you give an account of the Deed you ſnap'd up the laſt time.

L.C.J. Nay, nay, Gentlemen we cannot take up our time in your Dialogues and little heats. Do you not hinder them, and we ſhall ſee they ſhall not hinder you when it comes to your turn.

Clerk. This Deed has been read for the Plaintiff and Defendant, and is marked ſo.

Mr. Att. Gen. It has been twice read before. *L.C.J.* Well will you go Gentlemen.

Mr. Sol. Gen. Then we ſhall ſhew this Deed Poll next.

Clerk. This alſo is marked to have been read twice. *(Reads)* This is dated, 16 *Apr.* in the 6th year of King *Edward* the Sixth.

To all Faithful People to whom this preſent Writing ſhall come, I *Richard Hill* Citizen and Mercer of *London* ſend Greeting in our Lord God Everlaſting. Know ye that I the ſaid *Richard Hill*, for the ſum of One hundred and thirty pounds of lawful Money of *England*, by *Thomas Stepkins*, alias *Stipkin*, of the Pariſh of St. *Mary Matfellon*, *alias Whitechappel*, in the County of *Middleſex* Beer-brewer, unto me the ſaid *Richard Hill* in hand paid, wherewith I confeſs my ſelf to be well and truly ſatisfied.

L.C.J. Upon whoſe account is it that my Brother *Gregory* comes here.

Mr. S. Stringer. My Lord, Mr. Baron *Gregory* was deſired by the Plaintiff to be here, and as ſoon as we come to our Reply, we ſhall ask him ſome Queſtions, if he pleaſe to ſtay, we will diſpatch him ſo ſoon as we can.

Mr. Att. Gen. Nay rather then trouble Mr. Baron to ſtay, we yield he ſhould be Examined now.

Mr. Bar. Gregory. I am not in ſo much haſt my Lord, but I can ſtay a while, and not break in upon the middle of an Evidence for me.

L.C.J. If you pleaſe, they conſent you may be Examined, and they may be long.

Mr. Bar. Gregory. I would not interrupt the courſe of Evidence.

L.C.J. Nay we will take you at your word, but if it be long, pray remember we would have eaſed you, but you Complemented yourſelf out of it; now you are like to abide by it awhile, I aſſure you Brother. Go on.

Clerk. (*Reads*) And do therefore acquit and exonerate the ſaid *Thomas Stepkin*, *alias Stipkin*, his have given, enfeoffed, ſold, granted, and by this my preſent writing confirmed, all thoſe my four and twenty Acres and an half of Marſh Land, meaſured by the Rod or Pole, lying in *Wapping Marſh* Three Acres of which are lying adjoyning on the weſt ſide of the Mill that butts on the Hilly Bank, or way leading to *Ratcliff* Town, called *Ratcliff* Mill, with the Bank or Wall thereto belonging, and the Well adjoyning to the way that goeth up to the *Linches* called *Shadwel*, lying in the eaſt end of the Marſh, and all the next piece weſt adjoyning to the ſame, containing by eſtimation one Acre, and the Pond and two Acres adjoyning on the weſt ſide, ſix Acres lying in the bottom of the Hilly *Linches*, adjoyning Northweſt on the Wall that reaches from the *Linches* to the Iſland by the Pond. All which Eleven Acres and an half of Marſh-Land, are in the holding of *Marcellus Hall Miller*, and alſo the Bank or Wall Flood or Pond adjoyning weſt on the ſaid Eleven Acres and an half; containing by eſtimation of meaſure two Acres; and alſo all that parcel late divided into two, and now or late in the Tenure of *Richard Hill* Butcher, containing by eſtimation of meaſure ſix Acres; and alſo all that parcel Weſt adjoyning to the ſix Acres, which I the ſaid *Richard Hill* hold in my own hand; and alſo that is to ſay, all that parcel with the Bank or Wall Iſland and Pond, containing by eſtimation of meaſure five Acres, which laſt Thirteen Acres I bought of, and had conveyed to me and my Heirs, from one *John St* All which four and twenty Acres and an half, more or leſs, of *Marſh* Land, abutteth on the *Thames* Wall, on the part of the South, to the Lands of the Dean and Chapter of the Cathedral Church of St. *Paul*, called the *Linches*, on the part of the North, on the aforeſaid *Mill* on the part of the Eaſt, and on Twenty Acres of the ſaid *Thomas Stepkin* on the part of the weſt; and alſo all the *Thames* Bank or Wall belonging to the ſaid four and twenty Acres and an half of *Marſh* Land, which ſaid piece or parcel of Wall, doth abut on the South-end of the ſaid on part of the Eaſt, and on the Bank or Wall in the occupying of *William Knevet*, on the part of the weſt. All which *Marſh*-Land Bank or Wall, are in the Eaſt end of *Waping Marſh*, abutting on the aforeſaid *Mill* and Hilly Bank aforeſaid, in the way leading to the Town of *Ratcliff* aforeſaid. And which Four and twenty Acres are part and parcel of One hundred and thirty Acres which was heretofore continually for the moſt part overflown and drowned, with the water of the River of *Thames*, and all and ſingular *Meſſuages*, Cottages, Houſes, Edifices, Orchards, Toſts Foreland and Soyl, which were the ſaid *Thomas Stepkinſes* before the overflowing and all and ſingular *Meſſuages*, Edifices, Cottages Cellars, Sollars, Orchards Woods, and Underwoods, and all other the reſt of my Heriditaments whatſoever, in the Pariſh and *Mannor* of *Stepney*, in the County of *Middleſex*.

Mr. Att. Gen. Now we ſhall produce a Leaſe from *Stepkins* to *Marcellus Hall*.

Mr. Serj. *Pembleton.* I hope they will give ſome account of this Deed firſt.

Mr. Att. Gen. When you ſay any thing againſt it, Mr. Serjeant, we will; but we deſire now to go on with our Evidence. Read that Deed.

Clerk. [*Reads.*] This has been read before, and is marked.

This Indenture made the Twentieth Day of *April* in the Sixth Year of the Reign of our Sovereign Lord King *Edward* the Sixth, by the Grace of God King of *England*, *France*, and *Ireland*: Betwixt *Thomas Stepkin*, otherwiſe *Stipkin*, of the Pariſh of St. *Mary Mackfellon* in the County of *Middleſex* without *Algate* *Beer Brewer*, of the one part, and *Marcellus Hall* of *Ratcliff*, *Miller* of the other part, Witneſſeth that the ſaid *Thomas Stepkin*, otherwiſe *Stipkin*, for the Sum of 50 *l.* of lawful Money of *England* to the ſaid *Thomas Stepkin*, otherwiſe *Stipkin* by the ſaid *Marcellus Hall* at the enſealing hereof, well and truly paid and ſatisfied, and of the ſame doth clearly acquit and diſcharge the ſaid *Marcellus Hall* his Excecutors, and Aſſignes, and every of them by theſe Preſents hath demiſed, granted, betaken, and to farm letten; and by theſe Preſents doth demiſe, grant, betake, and to Farm lett unto the ſaid *Marcellus Hall*, all thoſe his Parcels of Marſh-land lying and joining on the *Weſt* ſide of *Hilly-bank*, or way called *Ratcliff-way* and the Well adjoining to the way that goeth up to the *Lynches*, called *Shadwell*, lying in the *Eaſt* end of the Marſh, containing by Eſtimation of Meaſure three Acres and an half, and all the next piece *Weſt*, adjoining to the ſame

ſame, containing by Eſtimation of Meaſure Six Acres and the Pond, and Two Acres adjoining on the *Weſt* ſide of the Six Acres lying on the Bottom of the *Hilly-Lynches* adjoining *North-Weſt* on the Wall, which reacheth from the *Lynches* to the Iſland by the Pond, all which eleven Acres and an half little more or leſs abutteth on the *Thames* Wall on the party of the *South*, to the Dean and Chapter of the Cathedral Church of St. *Paul*, called the *Lynches* on the party of the *North*, and on the Wall by the Pond on the party of the *Weſt*, and alſo all the *Thames* Wall belonging to the ſaid Eleven Acres and an half of Meadow or Marſh-land, which ſaid Piece or Parcel of Bank or Wall, doth abutt on the *South* End of the aforeſaid *Hilly-bank*, or way reaching to the *Eaſt* ſide of it, which leadeth to *Ratcliff* Town on the party of the *Eaſt*, and on the Wall in the Occupation of *John Everard* on the Party of the *Weſt*, and alſo all the Foreland and Soyl down to the Low-Water-Mark of the River of *Thames* belonging to the Premiſes, all which

in the *Eaſt* End of *Wapping-Marſh*, abutting on the aforeſaid Mill, and the Mill *Hilly-bank* or way leading as aforeſaid in the Pariſh and Mannor of *Stebunheath*, otherwiſe *Stepney*, in the County of *Middleſex*, and now in the holding of the ſaid *Marcellus Hall*, to have and to hold all the ſaid Parcels of Marſh-land, Foreland, and Soyle and every part and Parcel thereof to the ſaid *Marcellus Hall* his Executors, and Aſſignes, from the Feaſt of the Annunciation of St. *Mary* the Virgin before the Date hereof, to the End and Term of One Hundred Twenty and Eight Years, thence next enſuing, yielding——

Mr. Sol. Gen. Read the Proviſo.

L. C. J. Read the Reſervation of the Rent.

Clerk reads. Yielding and paying therefore yearly for the ſame, to the ſaid *Thomas Stepkins* his Heirs, and Aſſignes one Pepper Corn at the Feaſt of the Annunciation——

Mr. Sol. Gen. Now read the Proviſo.

Clerk Reads. And the ſaid *Marcellus Hall* for himſelf, his Executors, Aſſignes, Covenanteth and granteth to and with the ſaid *Thomas Stepkins*, his Heirs and Aſſignes; that he the ſaid *Marcellus Hall*, his Executors and Aſſignes ſhall and will bear all manner of Charges——— And it is further covenanted, granted, and agreed between the ſaid Parties, that it ſhall not be lawful for the ſaid *Marcellus Hall*, his Executors or Aſſignes, to alienate or aſſigne this preſent Term of Years, or any part thereof, without the ſpecial Licenſe or Conſent of the ſaid *Thomas Stepkins* his Heirs and Aſſignes——

Mr. *Williams.* Pray, my Lord, will you give me leave to ask a Queſtion of Mr. *Baniſter*?

Mr. Att. Gen. My Lord, he has not been examined yet, they cannot, under Favour, ask him any Queſtions.

Mr. *Williams.* You have ſworn him, and ſo he is under an Oath, and we may doubtleſs examine him as your Witneſs to this Deed that you have read. Is that your Name, Sir? [*Shewing him the Deed of* 16 Apr.

Baniſter. This is my Name written by my own Hand.

Mr. *Williams.* When did you write your Hand there, Mr. *Baniſter*?

Baniſter. The 16th of *April*, 1682.

Mr. *Williams.* Pray, Sir, look upon it again.

Baniſter. This is my hand, and I writ it my ſelf when the Deed was found, I writ a Paper of ſuch Deeds as were found at the ſame Inſtant of time.

Mr. *Williams.* And you writ it when you found it?

Baniſter. I writ that Name at that Inſtant of Time.

Mr. S. *Pemberton.* When was it do you ſay? *Baniſter.* The 16th of *Sept.* 1682.

Mr. *Williams.* Are you ſure of it? *Baniſter.* Yes; I am ſure of it.

Mr. S. *Pemberton.* Juſt now it was *April.*

Baniſter. It was in *September*, 1682. I writ this Paper at the ſame time.

L. C. J. Where did you write this Name to this Deed?

Baniſter. At Mr. *Knowles*'s Houſe.

L. C. J. When was the firſt time that you ſaw that Deed?

Baniſter. The very ſame Day that I writ my Name and this Paper.

L. C. J. Did he find the Deed or you? Let me ſee it. [*which was done.*

Baniſter. He had found that Deed before, but had miſlaid it, and deſired my Aſſiſtance to find it again.

L. C. J. Where did you find it? *Baniſter.* In a Garret in Mr. *Knowles*'s Houſe.

Mr. Sol. Gen. Were there not a great many Deeds there?

Baniſter. Yes; there were a great many.

L. C. J. Pr'ythee look upon it again, and conſider what thou ſayſt.

Baniſter. This is my Name.

L. C. J. Very well; and how came thy Name there?

Baniſter,

Baniſter. This is the very Deed I looked upon at that Time.

L. C. J. Where did you firſt ſee that Deed?

Baniſter. I was at the finding of it in a Garret at Mr. *Knowles*'s Houſe.

L. C. J. That was in *Sept.* 1682. you ſay.

Baniſter. Yes, in *Sept.* 1682. I never ſaw it before.

L. C. J. Pray who are Parties to that deed?

Mr. *Williams.* My Lord, it is the Purchaſe of the Inheritance.

L. C. J. It is ſo, and how ſhould that come to be in the Poſſeſſion of *Knowles*?

Baniſter. I never ſaw it before that time. *L. C. J.* Read it again.

Clerk. [*Reads.*] ——This is dated the 16th of *April* in the Sixth Year of *Edward* the Sixth. To all faithful———

Mr. Sol. Gen. Certainly, my Lord, he is under a Miſtake.

L. C. J. Ay, ſo he is ſure enough, but a very foul one upon my Word: But let us ſee if we can bring him out of it. Mr. *Baniſter*, let me ask you a Queſtion.

Baniſter. Yes, my Lord, if you pleaſe.

L. C. J. Then pray mind what I ſay, and conſider of it. The 16th of *September*, 1682. was the time that you went on purpoſe to look for Deeds at Mr. *Knowles*'s Houſe?

Baniſter. I was there on the 7th Day of *September*, and that was the firſt Day that ever I came into Mr. *Knowles*'s Houſe in my Life.

L. C. J. There were ſome Deeds, it ſeems, that Mr. *Knowles* had found before.

Baniſter. So Mr. *Knowles* ſaid.

L. C. J. What became of thoſe Deeds he had found before?

Baniſter. As he told me, he had miſlaid them.

L. C. J. And when did you come to have an account that he had found thoſe Deeds firſt?

Baniſter. It was after I had paid him 3 *l.* For Water.

L. C. J. When was the firſt time that he ſpoke of it?

Baniſter. It was the Fifth or Fourth of *September.*

L. C. J. And when did you firſt go thither?

Baniſter. On the 7th of *September* he deſired me to come and help him and aſſiſt him in finding out the Deeds that he had miſlaid.

L. C. J. What do you know of this Deed? *Baniſter.* We found one Deed——

L. C. J. Look upon that Carefully, is that your Hand?

Baniſter. That is my Hand.

L. C. J. Do you remember when you put your Hand to that Deed?

Baniſter. The Paper I have in my Hand was written at the ſame time.

L. C. J. Look upon that Paper, and conſider it well, and now tell us whether you found that Deed firſt, or Mr. *Knowles.*

Baniſter. Mr. *Knowles.*

L. C. J. Now look upon it, and look upon it carefully, when was it?

Baniſter. This Deed came into my Hands the ſame day that I writ this Note.

Mr. Att. Gen. My Lord, we deſire we may go on with our Evidence, and not have them break in upon us to examine any ſuch thing till their time comes; if they have any thing to object againſt our Witneſſes, let them take their time.

Mr. S. Pemberton. Mr. Attorney, we are very regular ſure in what we do; you produce a Deed, and we deſire an account how you came by that Deed, and finding Mr. *Baniſter*'s Name, who is your Witneſs, and ſworn by you, we would know of him what he knows of it.

L. C. J. Aye, ay let Truth come out in God's Name. Look upon it Mr. *Baniſter* once more. What ſay you to it?

Baniſter. This is the ſame Deed and my Hand.

L. C. J. Upon your Oath, Sir, when did you firſt ſee that Deed?

Baniſter. This Deed I ſaw the 7th of *September*, 1682. *L. C. J.* Where?

Baniſter. In the Garret at Mr. *Knowles*'s Houſe.

L. C. J. Did you find it firſt, or Mr. *Knowles*?

Baniſter. I cannot tell, it may be I might.

L. C. J. Are you ſure you then put your Name to that Deed?

Baniſter. I did put my hand upon this ſame Deed the 7th of *September*, 1682.

L. C. J. Pr'ythee look upon it again, and look very carefully upon it.

[*Which he did for a good while together.*

L. C. J. Now look upon your Note again.

Mr. Att. Gen. Pray do ſo, and peruſe it carefully, and ſee whether that Deed be in your Note. L. C. J.

L. C. J. Nay, good Mr. Attorney, let us have no Directions. What ſay you?

Baniſter. I ſet my Hand to ſeveral Deeds that I found there, to ſome Writings, on the 7th of *September*, and to others on the 16th.

L. C. J. Now tell us which of them it was that thou didſt put thy Hand upon this Deed.

Baniſter. I believe it might be the Seventh.

L. C. J. Didſt thou not ſee that Deed before the Seventh of *September*, 1682. upon thy Oath?

Baniſter. No, Never.

L. C. J. Who was with you when you firſt found that Deed?

Mr. Att. Gen. Pray, my Lord, let this Note be read, and that will clear all.

L. C. J. No, by no means, Mr. Attorney, he may make uſe of what Notes he pleaſes, to refreſh his own Memory; but we will never ſupport or prop up a Perjury at that rate, I aſſure you, by a Note. Was Mr. *Knowles* with you when you found that Deed?

Baniſter. He was.

L. C. J. Do you take it upon your Oath that that Deed was found the Seventh of *September*, 1682. in the Garret at Mr. *Knowles*'s Houſe?

Baniſter. I cannot tell which of the two, it was the Seventh or the Sixteenth.

L. C. J. Was it one of the two, upon your Oath?

Baniſter. It was one of the two.

L. C. J. Now call Mr. *Knowles* again.

Mr. *Williams.* There he is, my Lord, if your Lordſhip pleaſe to look upon the Deed—— *Knowles*'s Name was to it likewiſe, but ſcraped out.

L. C. J. Well, we will ask him about it. But Mr. *Baniſter* poſitively ſwears he was at the finding of this Deed. What ſay you *Knowles*?

Knowles. I know nothing of it, my Name is not to it.

Mr. *Williams.* Was your Name ever to it, or not? *Knowles.* No, never.

Mr. *Dobbins.* But it was to it at the Tryal in *Michaelmas* Term.

L. C. J. Did you ſet your Name to all the Deeds you found in the Garret?

Knowles. Yes, I did.

L. C. J. Upon your Oath, *Baniſter*, did you ſet your Name to any Deeds that he did not, that were found there?

Baniſter. I believe I might do ſo, I would not ſwear punctually to it.

L. C. J. Was he with you?

Baniſter. He was with me in the very ſame Chamber.

Knowles. I do not know that ever I put my Hand to that Deed in my Life.

L. C. J. Did you ever ſee that Deed?

Knowles. I cannot ſay I did, I remember nothing of it.

L. C. J. I ask you once again, when you found this Deed was he with you?

Baniſter. Yes, Sir.

L. C. J. You, *Knowles*, did you ever truſt him to look and ſearch any Deeds in your Garret, but when you were by your ſelf?

Knowles. No, my Lord.

L. C. J. Then I would ask you upon your Oath, becauſe you are the Perſons that had theſe Deeds in your Cuſtody, was there any Deeds delivered out of your Hand that you did not ſet your Hand to?

Knowles. I believe there was never an one.

L. C. J. How came this Deed which he ſwears was found there, not to have your Hand to it?

Knowles. I do not know that ever I ſaw it.

Mr. Att. Gen. Did Mr. *Knowles* ſay he was looking for Deeds of his own concern when he found the firſt Deed?

Baniſter. He did ſay he had looked before, and had found ſome of theſe Deeds, and then miſlaid them, and deſired my Aſſiſtance to find them again.

L. C. J. What did he ſay to you at firſt?

Baniſter. He ſaid he had been ſpoken unto by my Lady *Ivy*, to look for deeds that might concern her Anceſtors, and he had found ſome; but finding ſome alſo that concerned himſelf, he had miſlaid my Ladys, and deſired me to help him to find them again.

L. C. J. What Imployment have you under my Lady *Ivy*?

Baniſter. I am her Rent-gatherer.

L. C. J. Her Bayliff I ſuppoſe: But now you ſpeak of what my Lady *Ivy* deſired of *Knowles*, I would ask you a Queſtion, leſt it ſlip out of my Memory. Were you preſent at any time when my Lady *Ivy* ſpoke to Mr. *Knowles* to look after any Deeds?

Baniſter. Yes I was. *L.C.J.* Pray tell us whoſe Deeds ſhe deſired him to look?
Baniſter. The Deeds he ſaid he had miſlaid. *L.C.J.* What were they?
Baniſter. The Deed of *Richard Hill*, and the Deeds belonging to *Stepney* and *Shadwel.*
L.C.J. What Names did ſhe mention to him, that ſhe would have looked after?
Baniſter. She did mention ſome.
L.C.J. Upon your Oath did ſhe mention any Deeds made by Dr. *Donne* Dean of St. *Paul?*
Baniſter. No. *L.C.J.* By one *May* Dean of St. *Pauls.* *Baniſter.* No.
L.C.J. Was one *Lun* named? *Baniſter.* No. *L.C.J.* Or one *Holder?*
Baniſter. Not that I know of. *L.C.J.* Did ſhe mention one *Joan Hall?*
Baniſter. I do not know that my Lady *Ivy* gave particular order for any of theſe Names.
L.C.J. Did ſhe upon your Oath name *Marcellus Hall* to you?
Baniſter. No, my Lord.
L.C.J. Upon your Oath *Knowles*, was not he by when my Lady named *Marcellus Hall* to you? *Knowles.* He was, my Lord.
Baniſter. I did not hear my Lady name that Name at all.
L.C.J. No, he heard her give Order for no particular Deeds, neither for *Holder*, nor *Lunne*, nor *Marcellus Hall*, but only concerning *Stepney* and *Shadwell.*
Sir *Edw. Herbert. Baniſter*, Did he ſay he had before found them and miſlaid them?
Baniſter. Yes.
Mr. Att. Gen. Upon your Oath what Deed do you take that to be, which is produced?
Mr. Powis. Can you read it, yea or no?
L.C.J. Mr. *Powis*, Do you think my Lady *Ivy* ſent *Baniſter* to look after Deeds that could not read? that were very pretty.
Mr. Att. Gen. What Deed do you take it to be?
Mr. Sol. Gen. Let me ask you one Queſtion, Mr. *Baniſter*, Did you ever ſet your hand to any Deeds that were not found at Mr. *Knowles*'s? *Baniſter.* Yes, I have.
Mr. *Lutwich.* Upon what occaſion did you put your hand to them?
Baniſter. Becauſe they were ancient Deeds, and I was to look out where the Lands were that they did concern.
Mr. Att. Gen. Pray now anſwer my Queſtion, look upon it, and tell me what Deed do you take it to be?
Baniſter. It is a Deed of Sale to *Stepkins.*
L.C.J. It is ſo, you are in the right of it; and now upon your Oath, where did you find that Deed of Sale?
Baniſter. My hand is to it, and this is one of the Deeds, I take it to be ſo, that was found in the Garret at Mr. *Knowles*'s Houſe.
L.C.J. He has ſaid ſo I know not how often. *Mr. Att. Gen.* He is not himſelf.
L.C.J. How can I help that Mr. Attorney? but what he ſays is plain.
Mr. Sol. Gen. Pray read over the Note you have in your hand to yourſelf, and remember all the Deeds that are particularly therein contained.
L.C.J. Let him read his Note, (which he did) and now ask him what you will.
Mr. Att. Gen. Is there any Deed of the Sixteenth of *April*, 6 *Edw.* 6. from *Hill* to *Stepkins* in that Note.
L.C.J. That is no fair Queſtion Mr. *Attorney.*
Mr. Att. Gen. With your favour my Lord, I conceive it is, for that will make it plain that he is miſtaken.
L.C.J. I believe he is; but with your favour, it is not a fair Queſtion, you are only to ask him, whether that Deed given in Evidence be there?
Mr. Sol. Gen. I would ask him one ſhort queſtion, my Lord, and I think it is a fair one.
L.C.J. Ay in Gods name ask what fair queſtions you will, but no leading ones.
Mr. Sol. Gen. Your Witneſs is drunk Madam.——*to my Lady* Ivy.
Mr. S. Lutwich. My Lord, he does not underſtand what he ſays, that is plain.
L.C.J. Brother, all Knaves are Fools in one kind too.
Mr. Sol. Gen. Have you read the date of that Deed? *Baniſter.* Yes.
Mr. Att. Gen. My Lord, if you pleaſe, we will go on with our other Evidence a while, and let him recollect himſelf and conſider of it.
L.C.J. With all my heart, but I think the more he conſiders, the worſe he is, and ſo he will be to the end of the Chapter.
Mr. Att. Gen. They have called to us, my Lord, for an account of this Deed, we ſhall now prove that Mr. *Neale* knew of this Deed before. Swear Mr. *Butler*, (which was done.
L.C.J. What is your Name? *Butler. William Butler.*
Mr Att. Gen. Pray Sir will you tell the Court and the Jury, what Diſcourſe you had with Mr. *Neale*, and what he ſaid about a Deed, and when.

Butler.

Butler. I never ſaw the Leaſe, but as I was here at the laſt Tryal, when there was a Verdict for this Eſtate to be my Lady *Ivy's*, and afterwards the 22 of *December* laſt, I had an opportunity of being with Mr. *Neale*, he being with Mr. *Brian* my Ladies Husband ſince dead, at the *Kings head Tavern*, with whom I had ſome buſineſs. Mr. *Brian* was there firſt (I ſuppoſe it was by appointment they met) and in half an hour Mr. *Neale* came up ſtairs; after they had changed two or three Complements, they came to talk about meeting at Mr. Attorney Generals Chamber in the *Temple*, to Treat about their Controverſie. Says Mr. *Neale*, let there be a Forfeiture upon it of 50 *l.* to be paid by him that faills. No, ſays Mr. *Brian* I will make no forfeiture, but I will certainly meet there. Says Mr. *Neale* again, and I queſtion not but to give ſuch ſatisfaction as whereby to convince you and my Lady, that this is not her Eſtate. I ſhould be glad to hear that, ſays Mr. *Brian*, why I hope you do not think the Deeds are Forged? No, ſays Mr. *Neale*, I do not think they are forged. Mr. *Knowles* offered me a long time ago, to ſhew me that Deed, and I might have had it in my poſſeſſion, but I would not; for if I had, I ſhould have been the apteſt man in the world to burn it. This is all I can ſay.

L. C. J. And what is this to the purpoſe Gentlemen, alack a day this is very thin. A ſlight Diſcourſe in a Tavern; how can any anſwer be given to ſuch an Evidence, tho' indeed it does not need any; pray let not our time be taken up with ſuch trifling ſtories of a cock and a bull. Go on to that which is material.

Mr. Att. Gen. Now we ſhall produce a Leaſe from *Marcellus Hall*, to one *Roper*, of part of this Eleven Acres and an half.

Clerk reads. This Indenture made the 13 day of *November*, in the 2d and 3d years of the Reigns of our Soveraign Lord and Lady *Philip* and *Mary*, by the Grace of God King and Queen of *England*, *Spain*, *France*, both the *Sicilies*, *Jeruſalem*, and *Ireland*, Defenders of the Faith, Arch-Dukes of *Auſtria*, Dukes of *Burgundy*, *Millain* and *Brabant*, Counteſs of *Haſburg*, *Flanders* and *Tyrole*, between *Marcellus Hall* of *Radcliff* Miller, of the one party, and *Richard Roper* Citizen and Salter of *London*, of the other party, witneſſeth, That the ſaid *Marcellus Hall* for the ſum of Six pounds of good and lawful Money of *England*, to him by the ſaid *Richard Roper* in hand paid, whereof the ſaid *Marcellus Hall* clearly acquitteth and diſchargeth the ſaid *Richard Roper*, his Executors and Aſſigns, and every of them by theſe preſents, hath granted, demiſed, and to farm letten, and by theſe preſents granteth, demiſeth, and to farm letteth, to the ſaid *Richard Roper*, a parcel of Marſh Ground lying and being in *Waping* Marſh, at the Eaſt end of the Marſh, beginning at the weſt ſide of the Well, which lyeth by the way that leadeth up to the *Linches*, called *Shadwel*, meaſured by a ſtrait line from the *Linches*, by the weſt ſide of the Well to the *Thames* Wall, and reaching Weſt to the way that leadeth up into *Radcliff* high way, containing by eſtimation of Meaſure Seven Acres, little more or leſs, and the Pond, all which Marſh Land abutteth North upon the *Linches* of the Dean and Chapter of the Cathedral Church of St. *Paul*, and South upon the *Thames* Wall; and alſo all the *Thames* Wall belonging to the Seven Acres, with the Forland and Soyl down to the Low Water Mark of the River of *Thames*. All which Marſh Lands are lying in the Pariſh and Mannor of *Stebunhith*, *alias Stepney*, in the County of *Middleſex*. To have and to hold the ſaid parcel of Marſh Ground, Wall, Fore-Land and Soyl, with the appurtenances, to the ſaid *Richard Roper*, his Executors, and Aſſigns, from the Feaſt of the Annunciation of our bleſſed Lady St *Mary* the Virgin next coming, unto the end and term of Four and twenty years from thence next enſuing, and fully to be compleated and ended, yielding and paying therefore yearly, during the ſaid Term, to the ſaid *Marcellus Hall*, his Executors and Aſſigns, Three pounds of good and lawful money of *England*, at Four Terms of the year.——

L. C. J. What date is that Deed of?

Clerk. The 13*th* of *November*, in the 2*d* and 3*d*. years of King *Philip* and Queen *Mary*.

Mr. Att. Gen. Now we ſhall read *Stepkinſes's* Licence to *Hall*, to alien his Term.

Clerk. (Reads) To all manner of People to whom this preſent writing ſhall come, I *Thomas Stepkins*, *alias Stipkins*, of the Pariſh of *Stebunhith*, *alias Stepney*, in the County of *Middleſex* Beer Brewer, ſend Greeting in our Lord God Everlaſting. Whereas I the ſaid *Thomas Stepkins* in the 16*th* of *April*, in the ſixth year of *Edward* the ſixth, have betaken Eleven Acres and an half of Marſh Land with all the Bank with the Foreland and Soyl down to the Low water mark of the River of *Thames* that he ſhould not alien or aſſign the ſaid Leaſe or Term of years, without the ſpecial licenſe or conſent Now know ye, That I the ſaid *Thomas Stepkins*, for divers good cauſes give Leave and Licenſe to the ſaid *Marcellus Hall*, to the Right Worſhipful Mr Dean of the Cathedral Church of St. *Paul* with the Wall, Foreland, or Soyl under

under ſuch Covenants, as is reſerved and contained——

Mr. *Williams.* I would ask Mr. *Baniſter* ſomething about this Deed, look upon it Sir.

Mr. *Att. Gen.* We have not done with him yet. Pray take that Deed out of his hand.

Mr. S. *Pemberton.* You will let him give ſome account of it firſt Mr. Attorney.

Mr. *Att. Gen.* You would fain confound him.

Mr. S. *Pemberton.* He is confounded enough already.

Mr. *Sol. Gen.* Now Mr. *Baniſter* you have conſidered of it, pray once more look upon the Deed again——*(which he did)*——Was that Deed one that you ſigned then or no?

Baniſter. This is my name, but I cannot find the Date of this Deed in my paper. I cannot tell now whether it be one I found then or no.

Mr. *Sol. Gen.* Did you ſet your hand to any Deeds that were found there, which you did not ſet down in your paper.

Baniſter. No, not that I know of, I do not know I did.

L. C. J. Prithee where didſt thou ſet thy hand to that Deed.

Baniſter. I ſet my hand to the Deeds that were found there at the Houſe.

L. C. J. Did you ſet your hand to none elſe but what were found there?

Baniſter. I have ſet my hand to divers Deeds beſide, but they are none of thoſe Deeds that are in my paper.

L. C. J. Where did you ſet your hand to any Deeds beſides?

Baniſter. To divers Deeds I have ſet my hand at home.

L. C. J. Have you to any relating to the Lands in queſtion?

Baniſter. I do not know that I have ſet my hand to any Deeds relating to the Lands in queſtion, but at Mr. *Knowles's.*

L. C. J. To what purpoſe did you ſet your Hand and Name to the Deeds you found at *Knowles's.*

Baniſter. To the ſame intent to teſtifie that I was at the finding of them.

L. C. J. To what end did you ſet your Hand to any other Deeds.

Baniſter. To the intent that I knew better where the Lands did lye then ſhe did, and when my Lady found any Deeds, I ſet my Hand to them, and then found the places where the Lands lay.

L. C. J. Thou haſt had a fair time to conſider of that Deed, canſt thou ſee here to what place that Deed relates by this mark.

Baniſter. I cannot find the date of the Deed in my paper.

L. C. J. But where do you think you did put your name to that Deed?

Baniſter. I cannot tell whether I did it at that time or no, but this is my Name.

L. C. J. I know thy Name is there man, I read it two hours ago, but did you put your hand to that as one of the Deeds that you found in *September*, 1682. when you were at Mr. *Knowles's* or not?

Baniſter. I cannot tell. *L. C. J.* Doſt thou believe thou didſt not?

Baniſter. I cannot tell.

L. C. J. Canſt thou tell the reaſon why thou didſt ſet thy hand to it?

Baniſter. Certainly becauſe I was at the finding of it, I know no otherwiſe.

Mr. *S. Pemberton.* Now pray look upon this Deed——*(ſhewing him another)*——and ſee whether that be your Name or not.

Baniſter. Yes, my Lord, I will. Mr. *S. Pemberton.* Is that your Name.

Baniſter. Yes it is, this is one of the Deeds that was found at Mr. *Knowles's.*

Mr. *S. Pemberton.* You ſaid ſo as to the other too.

Mr. *Att. Gen.* But he was not ſo poſitive in it.

Baniſter. This is Rat-eaten, and ſo I know it again, and there is a Rat-eaten Deed ſet down in my paper.

L. C. J. Let him be as poſitive as he will, he has been forſworn five times.

Mr. *Sol. Gen.* He was confounded with a miſtake of the Deeds, he having ſet his hand to ſo many.

L. C. J. They are Perjured both of them plainly, that is the truth of the matter.

Mr. *Att. Gen.* I hope the folly of our Witneſſes in ſuch Circumſtances, ſhall not rob us of our own Land, and that it appears to be plainly.

L. C. J. God forbid but you ſhould have your own Land, but by the grace of God, if I can help it, you ſhall never have a foot of Land by Forſwearing and Perjury.

Mr. *Williams.* When did you find that Deed? *Baniſter.* The 16*th* of *September.*

Mr. *Williams.* Where? *Baniſter.* In the Garret at Mr. *Knowles's.*

Mr. *Williams.* Are you ſure of it?

Baniſter. Yes, I am ſure of that Deed, becauſe it is Rat-eaten.

Mr. *Williams. Knowles*, Pray do you look upon it, what ſay you to that Deed?

Knowles.

Knowles. This is my hand, and this is one of the Deeds that was found there at that time.

Mr. *Williams.* Pray read the Date of that Deed there.

Clerk. (*Reads.*) This Indenture made the Thirteenth day of *November*, in the 2*d.* and 3*d.* Years of *Philip* and *Mary*.

Mr. S. Pemberton. That is a Deed from *Marcellus Hall* to *Roper*; how ſhould that come to be at *Knowles*'s?

L. C. J. They have ſworn it.

Mr. Att. Gen. They go about to blemiſh our Deeds by the Folly of our Witneſſes, which we cannot help. We however leave the Deeds to the Jury, and let them ſee if thoſe Seals and other things look like counterfeit.

L. C. J. Well, go on, the Jury will have the Deeds with them.

Mr. Att. Gen. My Lord, we did before produce a Conveyance from *Richard Hill* to *Stepkins*. It reſted not there, that Conveyance had no legal Execution, thereupon there was a Fine and Recovery by the Heir of *Hill*, and what was the Occaſion of that will appear by the Deed.

Clerk. [*Reads.*] This Indenture made the Twelfth day of *November*, in the Fifth and Sixth Years of the Reigns of our Sovereign Lord and Lady, *Philip* and *Mary*, by the Grace of God King and Queen of *England*, *Spain*, *France*, both the *Sicilies*, *Jeruſalem* and *Ireland*, Defenders of the Faith; Archdukes of *Auſtria*, Dukes of *Burgundy*, *Millain*, and *Brabant*, Counties of *Haſpurg*, *Flanders*, and *Tyrol*: Between *Jaſper Hill*, Son and Heir of *Richard Hill*, late Citizen and Mercer of *London* of the one Party; and *Macheline Stepkins* late Wife and Executrix of the laſt Will and Teſtament of *Thomas Stepkin*

and *John Stepkin*, Son and Heir apparent of the ſaid *Thomas* of the other Party, witneſſeth, that whereas the ſaid *Richard Hill*, Father of the ſaid *Jaſper*

amounting in the whole to the Summ of 2000

by the ſaid *Macheline*

And where variance concerning all that Parcel of Marſh-Land unto St. *Katherines*, which the ſaid *Richard* Hill brought of *Cornelius Vanderdelf* for the aſſuring all that *Wapping-Marſh* the ſaid *Richard Hill* ſtands Bound in an Obligation of which Condition that he ſhould make by a certain Day, a good, ſure, ſufficient indefeaſible of and in all thoſe Parcels of Marſh-land lying in *Wapping-marſh*, that is to ſay, all that

with Six Acres of Marſh, now in the Tenure or Occupation of one *Knevett*, or his Aſſignes and all thoſe lying in the *Eaſt* and in the Tenure of one *Miller*, that is to ſay, all the Bank containing by eſtimation three Acres and an half, and all thoſe next adjoining, by Meaſure ſix Acres or more

and two Acres by Eſtimation of Meaſure, lying in the Bottom of the *Lynches*, and reacheth from the *Lynches* to the Iſland by the Pond; and alſo all that Parcel divided into twain ſix Acres, and alſo that

holds in his own Hands, that is to ſay, all that Parcel

with the Iſland and Pond, containing by Eſtimation of Meaſure five Acres

and of, and in all thoſe Parcels lying on the *Weſt* ſide of the Pond containing in the whole ſixteen Acres by Meaſure, all which ſaid 16 Acres to *Gravel-Lane*, the ſaid *Richard Hill* had in his own Occupation reaching to *Gravel-Lane*, ſometime plowed and ſown by one *Richard Clayton*, and now in the Occupation of one *Cooper*, Butcher, and lying on the *Eaſt* ſide of *Gravel-lane* towards *London* Fields which was conveyed to him from one *Richard Tyrrell*, and alſo all that Marſh in the Tenure of one *Clayton*, Butcher one *William Cound*, Butcher, ſeventeen Acres

and of *Edward Aſh*, four Acres, and alſo all the Lands, Tenements, Rents, Houſes, Ponds, Fiſhings, Mills to the Low Water-mark of the River of *Thames*, and all Trees For

the appeaſing all Variances and Suits, the ſaid Parties to this Indenture have fully condeſcended and agreed in Form following; that is to ſay, the ſaid *Jaſper Hill*, for the Sum of 1200 *l.* of lawful Money of *England*, in which he acknowledgeth himſelf to be truly indebted to the ſaid *Marcheline* and *John Stepkin*, doth give, grant, bargain, ſell to the ſaid *Marcheline* and *John Stepkin* all the ſaid Marſh-ground lying in *Wapping-marſh*, with all manner of Lands, Tenements

Forelands, Ways, Trees to the Low Water-mark

with the Appurtenances lying and being in without or elſewhere within the Pariſhes their Heirs and Aſſignes for ever, all the Right, Title together with all Evidences and Writings

diſcharged of all former Charges, Incumberances

by the ſaid *Jaſper Hill*

Mr.Att.Gen. Next we ſhall ſhew that *Marcellus Hall*, that had this long Leaſe, and had demiſed the ſeven Acres down from *Shadwell* to *Roper*, doth on the 14th of *Nov.* in the 5th and 6th Years of *Phil.* and *Mary*, ſurrender the remaining four Acres to *Thomas Stepkin*, and then we ſhall ſhew it was demiſed to *Fox*, who was the firſt Builder, and made *Foxes-lane*.

Mr.Sol.Gen. Your Lordſhip doth obſerve that the Licenſe was to aſſigne the whole eleven Acres and an Half, but he did aſſigne but ſeven.

Clerk. [*Reads.*] This is dated in the 14th of *November* in the 5th and 6th Years of King *Philip* and Queen *Mary*.

To all to whom this preſent Writing ſhall come; I *Marcellus Hall* of *Ratcliff*, Miller, ſend greeting in our Lord God Everlaſting. Whereas *Thomas Stepkins* hath by his Indenture dated the 20th Day of *April*, in the 6th Year of King *Edward* VI. lett to me the ſaid *Marcellus Hall* on the *Weſt* ſide with the *Thames* Wall thereto belonging, with the Foreland and Soyle for One Hundred and Twenty and Eight Years; Know ye, that I the ſaid *Marcellus Hall*, for the Sum of 30*l.* of good and lawful Money of *England* in hand paid have by theſe Preſents remiſed, releaſed, and abſolutely confirmed to the ſaid *John Stepkin*, his Heirs, Executors and Aſſignes, all ſuch Eſtate, Right, Title, Intereſt, Term of Years, Eſtate, Property, Claim and Demand, which I, or any Perſon to my Uſe, have, or ought to have, or at any time ſhall to have in, or to four Acres of Marſh-Ground abutting *Eaſt* on the Green Bank, or Way through, Six Acres leading up to *Ratcliff-Way*, which Way adjoineth to the *Weſt* ſide of the Lands in the occupying of *Roper*, which ſaid Lands was made over with the Leave and Licenſe of the ſaid *Thomas Stepkins*, to the Right Worſhipful for the Term of Ninety Three Years; and *Weſt* on the Field in the occupying of *John North* on the *Lynches*, and *South* of in or to the *Thames* Wall abutting *Eaſt*, on the *South-Weſt* Way, as aforeſaid down to the Low Water-mark of the River of *Thames* So that neither I, my Executors, or Aſſignes any Right, Claim, Demand or any part thereof but from all ſhall be utterly excluded and debarred for Ever———

Mr.Att.Gen. Here is a Fine levied, *Quin' Trin'* 3 *Eliz.* they had beſt ask where that was found too: Is not that forged?

The Fine was read.

Mr.Sol.Gen. Here is a Recovery alſo, and a Deed to lead the Uſes. In which Recovery the Tenants vouch *Jaſper Hill*, who voucheth over the common Vouchee.

The Recovery was read.

L. C. J. Read your Deed to lead the Uſes.

Clerk Reads.] This Indenture made the 12th Day of *May*, in the 4th Year of the Reign of our Sovereign Lady *Elizabeth*, by the Grace of God, Queen of *England*, *France* and *Ireland*; Defender of the Faith, *&c.* Between *Marcheline Stepkin* of the one Party; and *Edward Buggin* Where it was concluded, fully condeſcended and agreed between the Parties to this Indenture, that they the ſaid *Edward Buggin* ſhould in the Term of the Holy Trinity recover to them by Writ of *Entry ſur Diſſeiſin in le Poſt*, to be had againſt the ſaid *Macheline* and *John*, before the Queen's Majeſty, Juſtices of the Common Pleas at *Weſtminſter*, for that time, being according to the Uſe of former Recoveries One Hundred Acres of freſh Marſh, within the Pariſhes, Towns, Fields And it was fully agreed between the ſaid Parties, that the ſaid Recovery ſhould be to the Uſes

Mr.*Williams.* Mr. *Baniſter*, Pray, Sir, look upon this Deed, and ſee whether your Name be to that Deed or no. [*Shewing him the Surrender of* Hall.

Baniſter. This is my Name. Mr.*Williams.* Was Mr. *Knowles*'s Hand to that Deed?

Baniſter. I cannot tell.

M.S.*Pemberton.* Did not he and you put your Hands together to it?

Baniſter. I did not make it, I did not forge it.

M.S.*Pemberton.* No, I do not think you did, you have not Brains to do it.

Mr.*Williams.* Where did you find that Deed?

Mr.S.*Pemberton.* How came you to put your Hand to it?

L. C. J. Is it one of the Deeds of Purchaſe?

Mr.S.*Pemberton.* Yes, it is, and therefore we would know ſince *Knowles*'s Name is to it, how it came there.

L. C. J.

L.C.J. Is it the Surrender made by *Marcellus Hall* to *John Stepkin*?

Mr. *Williams.* Yes, my Lord it is.

L.C.J. Let me see it.——His Name I believe has been there.

Mr. Williams. Do you know any thing of the rasing of it out?

Banister. No not I.

Mr. *Williams.* You *Knowles* were you at the finding of that Deed?

Knowles. I set my Hand to none but what I found.

L.C.J. But what do you say to that Deed?

Knowles. I do not remember this Deed at all, I cannot say any thing to it.

L.C.J. Was your Name to it?

Knowles. Here is my Name, but I do not know who put it there.

L.C.J. Is that your Writing *Banister.* *Banister.* That on the back side is.

Mr. *Williams.* Look into your Note, that you may not outrun yourself. Why did you set your Hand to it?

Banister. I suppose it was one of the Deeds found there.

Mr. *Williams.* How should it come there, it belonged to the Purchasor.

Mr. Att. Gen. Now we shall go to matter of Record again. *Richard Hill* it seems before the Lease made to *Marcellus Hall*, entred into a Recognizance in 4 *Eliz.* this is extended, and that will shew it to be *Richard Hills's* Estate.

Mr. Pow. Can you object any Forgery of Records, pray.

Mr. Sol. Gen. Pray Sir look upon that *(to the Witness)* where did you Examine that?

Witness. I Examined this at the *Rolls.* *Mr. Williams.* Is it a true Copy upon your Oath?

Witness. It is. *L.C.J.* Read it.

Clerk. This is Tested at *Westminster* 17 *Jan.* 4 *Eliz.* And here is an Inquisition taken the 6*th* of *April* in the same year.

Mr. Att. Gen. We will read that part of the Inquisition that concerns our Question, for the East bound is only in question now. *(It was read.)*

Mr. Att. Gen. Was this produced at the former Tryal, the first Tryal.

Sutton. No, I think not in *Michaelmas* Term.

Mr. Sol. Gen. Then we shall shew an Inquisition upon a Commission of Sewers.

Mr. Att. Gen. The Land in question is every foot of it in the Marsh, and that they must acknowledge they have no Title to it.

Mr. Williams. This is an Inquisition which they produce taken before a Commission of Sewers. I desire to know how that comes to lye in a private Hand, for it is the original Inquisition, and ought to remain with the Officer.

Mr. Att. Gen. The whole Interest of the Marsh was ours, therefore it might well be left with us.

Mr. S. Pemberton. Under favour, good Mr. Attorney, such things should be kept by the Clerk to the Commissioners.

Mr. Att. Gen. How many Tryals has this been produced at?

Mr. S. Pemberton. With submission my Lord, this that they produce being an Original, may very well come under great suspicion, in regard it ought to be brought in by the Officer, in whose Custody it ought to remain.

Mr. *Williams.* It is not a thing of bare Interest between Party and Party, but a thing that concerns the Publick, and therefore should be brought in the Officers Custody.

L.C.J. Read it *de bene esse*, let us see what it is.

Mr. *Att. Gen.* My Lord, I would ask Mr. *Sutton*, was not this produced and read before the the Trial in *Michaelmas* Term last?

Sutton. It was produced in Court Twelve years ago.

Mr. *Sol. Gen.* Was it allowed as Evidence? *Sutton.* Yes, constantly.

Mr. *Att. Gen.* Pray read it. Mr. *Williams.* Pray who has had it in keeping all this while?

Sutton. My Lady *Ivy* brought it to me among her Writings at first. *L.C.J.* Read it.

Clerk. The Verdict and Presentment of us the Jurors, as well of all Defects, Annoyances, within the Limits or Bounds of *Wapping*, and *Wapping Marsh*, from *Grash* Mill to the Mill at *Ratcliff*, that is to say, the 20*th* of *December*, *Anno Dom.* 1572. and in the 14*th* year of the Queens Majesties Reign that now is.

The Names of the Free-holders within *Wapping* Marsh, and the Number of Acres contained within the same Marsh, with all the Names of the Occupiers thereof.

First *John Stepkin* Gent. Freeholder, for a parcel containing Twenty two Acres, in the Tenure of *Richard Ew* *Benedict* Gent.

Mr. *Att. Gen.* You may skip over a great deal, and read only that which conduce to the Question.

Clerk. No one can read it very well I think. *(Reads)* On the west side of *Gravel-lane*, containing 68 Acres.——Is that it?

Mr. Att. Gen.

Mr. *Att. Gen.* No, go to the East side.

Clerk. (Reads)——Freeholders, one parcel containing Ten Acres, in the Tenure of *John Hodges* and *John Gee*, *John Stepkin*. Gent.

Two Parcels containing 20 Acres in the Tenure of *John Cooper*, and *John Harding*, *John Stepkin*, Gent.

One Parcel containing Four Acres, in the Tenure of *John Stepkin*.

One Parcel Containing Twelve Acres, in the Tenure of *John* *Roger James*, Freeholder.

Two Parcels containing Six Acres, *Robert Hemmings*, and *John Stephin*.

One Parcel containing One Acre and an half, *Richard Roper*.

One Parcel containing Six Acres in the Tenure of *Rechard Roper*.

All which Parcels be on the East Part of *Gravel-lane*, containing Sixty Acres —— Then here is somewhat interlined and struck out again.

Mr. *Williams*. This doth not concern the Church.

Mr. Att. Gen. No more it doth not, as you say, indeed, for they cannot claim any of the Marsh. Now we shall shew a Warrant Three Years after, from the Commissioners to survey.

Clerk. [*Reads.*]——This is dated the 18th of *July*, in the 17th Year of the most prosperous Reign of our Sovereign Lady *Elizabeth*, by the Grace of God——*&c.* And it is directed,

To our well-beloved John Stepkin *and* John Osborn, *Surveyors*. Whereas, The Queen's Majesty by a Commission of Sewers, bearing Date the 23th Day of *April*, in the Year of her Reign, hath authorized us to survey and view from *Buttolphs-Wharf* by St. *Katharines*, near the *Tower* of *London* unto *Ratcliff-mill* not only to consider of the Decays and Ruines of the same; but also to take order for the speedy repairing as to our Discretions shall seem good We therefore sufficiently informed of your Wisdom and Discretion, appoint you Surveyors willing and commanding you by vertue of the said Commission to see whether the Work be accomplished according to such Ordinances and Decrees as we have appointed, and from time to time shall make and appoint, and to see who we have made Expenditor for such Sums of Money for the Payment of Workmen may by your Warrant be disbursed and payed accordingly; and further, we give you Power and Authority to give to provide for a competent and Salary at reasonable Prices, all Workmen Boats, Lighters, Carts, Carriages, Trees, Pales as to your good Discretion shall seem meet; and for your so doing, this shall be your sufficient Warrant.

Mr. Att. Gen. We shall now go a Step farther, as I opened in the beginning, and shew that this was mortgaged by *Stepkins* to the Queen, and a fine was levied upon that Mortgage.

Clerk Reads. This Indenture made the 4th Day of *June* in the 15th Year of the Reign of our Sovereign Lady *Elizabeth*, *&c.* Between the Right Honourable Sir *William Cecil*, Knight; Lord *Burleigh*, and Lord High Treasurer of *England*; the Right Honourable and one of her Highness's most Honourable privy Council; Sir *Gilbert Gerard*, Knight; her Majesty's Attorney General, for and on the Behalf of the Queen's Majesty and to her use of the one Party, and *John Stepkin* Whereas *William Pat* one of the Tellers at and upon the Determination of his Account made and ended at the 25th Day of *December* is indebted in the Summ of 7928 *l.* 7 *s.* and 11 *d. ob.* And whereas our said Sovereign Lady the Queen the 16th Day of *June* in the 9th Year of her Reign, hath commanded the said Sir *Will. Cecil* Sir *Gilbert Gerard*, and Sir *Thomas Bromley* to take order from time to time with so many of the Debts owing, or that after should be owing and for the sure Payment and Contentation of the said Summ of 7928 *l.* 7 *s.* 11 *d. ob.* Covenanteth with them the said that he the said *John Stepkin* his Heirs, Executors shall and will not only satisfie and pay the said Summ into the Receipt aforesaid but also for the better Settlement shall and will make and cause to be made by one Fine in

in good Form of Law within the Parish of, and in one Close Mannor of *Newel*; and one great Garden And of, and in one Tenement with the Appurtenances in now in the occupation of *John Stout*; and 19 Acres of Meadow in *Wapping-marsh*, Parcel of the said Mannor *Richard Roper.*

Mr. Attorn. Gen. Where is the Copy of the Fine? *Sutton.* Here.

Clerk [*Reads.*] This is the Final Concord, *&c. Mens. Mich.* 14 *Eliz.*

Mr. Sol. Gen. This was afterwards regranted from the Crown, and there is the Regrant.

Which being under the great Seal, and Tested 6 *Julii Anno* 7. *Jacobi Rex* was read.

Mr. Att. Gen. Part of this Marsh was by our Ancestor conveyed to one *East.*

L. C. J. Ay, I have the Note of such a Conveyance, in my Notes of the last Tryal.

Mr. Att. Gen. Mr. *Sutton*, is that a true Copy? *Sutton.* Yes, it is.

Mr. *Williams.* A Copy of what? where did you examine it Sir?

Sutton. At the *Roles-Chappel.*

Mr. Att. Gen. It is a Deed enrolled, and I hope you do not think the Record is forged, Mr. *Williams.*

Mr. *Williams.* I know not what you forge or do not forge; pray read it, let us see what it is.

The Copy of a Deed enroled, dated 27 July, 3 Eliz. *was read.*

L. C. J. Then the next thing that you produced was a Bond dated the 25th of *January*, 4 *Eliz.* wherein *Stepkins* was bound to *Spinola*, who was Administrator of *Vivold* and *Salvago*, upon the Recognizance of *Hill* to them.

Mr. Att. Gen. We did so, my Lord; but that we cannot now readily find, I think: here however is *Spinola*'s Discharge.

Clerk. This is Signed by me *Benedict Spinola*, and Dated the 25th of *Feb.* 1561.

Mr. Att. Gen. Here is the Bond, read the Condition of it, though it is not material.

L. C. J. That is true; But it was read the last time, I find by my Notes.

Clerk. This is a Bond of 300 *l.* The Condition of this Obligation is such, that whereas one Recognizance made and entered into by *Richard Hill* 3 *Dec.* in the 32th Year of the late King *Henry* VIII. taken and acknowledged——

Mr. Att. Gen. There is enough, for it makes not at all to the purpose, but to confirm the Belief of our Purchase. Here is also *Jasper Hill*'s Receipt of the Purchase Money.

Clerk Reads. This is dated the 28th of *January*, in the 13th Year of Queen *Elizabeth.* Be it known unto all Men by these Presents, that I *Jasper Hill* of *Wormley* have had before the ensealing hereof, of *Macheline* and *John Stepkins* for the discharge of a certain Statute the full Summ of 1338 *l.* of lawful Money of *England*, in full Satisfaction and Payment of all such Purchase Moneys.

Mr. Att. Gen. Then the 16th of *Aug.* 13 *Jacobi*, *Fox*, conveyed to *John Stepkins*; but that is left at home.

L. C. J. Well, then there is an End of that, what do you do next?

Mr. Att. Gen. We have done with our Evidence by Deeds and by Records, and now we shall come to our Evidence by Witnesses, *Viva Voce.* And first we shall begin with Mr. *Knowles*, who will will prove the Value of the Land by the Rents, and particularly what the Rents are of *Derrick-Hills.*

L. C. J. Prove what you will.

Mr. Att. Gen. Mr. *Knowles*, have you received the Dean's Rents?

Knowles. For the use of Mr. *Neale* I have.

Mr. Att. Gen. What are the Rents of the East side of *Cock-Hill*?

Knowles. About 100 *l.* a Year. *Mr. Sol. Gen.* What are they?

Knowles. Houses. *Mr. Att. Gen.* All Houses?

Knowles. Some Houses, some Ground Rents.

Mr. Att. Gen. What is the Rack Rent? *Knowles.* About 100 *l.* Year.

Mr. *Williams.* Which Houses do you speak of, Mr. *Knowles*?

Knowles. On the East side of *Cock-hill.*

Mr. Att. Gen. Do you know the *Lynches*? *Knowles.* Yes, I do.

Mr. Att. Gen. Who receives the Rents of that Ground?

Knowles. Mr. *Neale* did.

Mr. Att. Gen. Have you received the Rents of the Twenty Acres?

Knowles. Yes; for Mr. *Neale* I have.

Mr. Att. Gen. These Three together, what are they all?

Knowles. About 2000 *l.* a Year.

Mr. Att. Gen. All this the Church of *Pauls* has beſides the Lands in Queſtion.

Mr. *Williams.* You ſay that part is worth 100 *l.* a Year. *Knowles.* Yes.

Mr. S. *Stringer.* How much Land might it contain?

Knowles. It is a matter of the length of the Hall.

L. C. J. And how broad is it? *Knowles.* Not very broad.

Mr. Att. Gen. Now then to come to the Lands in Queſtion. Do you know *Mariners-ſtreet?* *Knowles.* Yes.

Mr. Att. Gen. Who is in Poſſeſſion of that, and receives the Rents of it?

Knowles. Mr. *Neale.* *Mr. Att. Gen.* What ſay you to *Griffins-Alley?*

Knowles. Some of it is in Mortgage; Mr. *Babington* had it, but for Mr. *Neale's* Uſe.

Mr. Att. Gen. What ſay you to the Water-houſe?

Knowles. That Mr. *Neale* himſelf has.

Mr. Att. Gen. Theſe are the things in Queſtion. Do you know that which is called *New* ?

Knowles. That is Mr. *Neale's* too.

Mr. Sol. Gen. Our Leaſe of 128 Years expired but in the Year 1680. and we could not come at it till then: and we had it not till 1682. and that anſwereth their Poſſeſſion.

Mr. Att. Gen. Now we ſhall call our Witneſſes to prove it Marſh-Ground. Swear *Thomas Hughes*——[*Which was done.*]——Do you know *Wapping-Marſh?*

Hughes. Yes.

Mr. Sol. Gen. Do you know the Houſes in Queſtion? *Hughes.* Which Houſes?

Mr. Sol. Gen. The Houſes now in Suit for? *Hughes.* Yes, I do.

Mr. Att. Gen. How long have you known them?

Hughes. There was no Houſes when I knew it firſt.

Mr. Att. Gen. Do you know *Cock-hill?* *Hughes.* Yes.

Mr. Att. Gen. Do you know *Foxes-lane?*

Hughes, Yes; I did know it before it was built.

Mr. Att. Gen. Did you know the Houſes that lay on the Eaſt ſide of *Foxes-lane?*

Hughes. What Houſes there?

Mr. Att. Gen. Did you know any Houſes there formerly?

Hughes. I know not what you mean.

Mr. Att. Gen. I ask you again, do you know *Foxes-lane?*

Hughes. Yes, it was a Bank before it was built.

Mr. *Powis.* Do you know the *Lynches?*

Mr. Att. Gen. Nay, let us ask but one at once, pray. I will ask you a plain Queſtion; Did you know the Marſh before it was built upon?

Hughes. Yes, Sir, that I did.

Mr. Att. Gen. How far did the Marſh-Ground go?

Hughes. To *Cock-hill* Eaſtward, as far as the broad Bridge; Weſtward as far as *Foxes-lane.*

Mr. Att. Gen. Was that all Marſh-Ground?

Hughes. The River of *Thames* did flow round about it, and there were Boggs, Trees and Buſhes, and ſuch things.

Mr. S. *Lutwich.* Did you know the place where *Ratcliff-Mill* ſtood?

Hughes. According to report I did. Mr. S. *Lutwich.* Ay, where was that?

Hughes. Juſt at *Bell-wharf.* Mr. S. *Lutwich.* Upon which ſide of *Cock-hill?*

Hewes. In *Shadwell-Hamlet.* *Mr. Att. Gen.* That is right.

Mr. *Powis.* Was that like the other end of the Marſh?

Hughes. The River came in there wholly.

Mr. S. *Lutwich.* At high Flood doth the Water come in there at this time?

Hughes. It did at every Tide high and low formerly, now it is dam'd up.

L. C. J. Did the Tide come up to that you call *Foxes-lane?* *Hughes.* Yes.

L. C. J. Then that makes an end of the Queſtion: it cannot be as you ſay.

Mr. Att. Gen. How ſo, my Lord?

L. C. J. How could it be an overſhot Mill? how could the Mill be turned but with the Tide?

Mr. Att. Gen. Their Evidence makes it appear ſuch by the Leaden Trough, which is an Inſtrument belonging only to an Over-ſhot Mill.

L. C. J. Tell not me of the Leaden Trough, *Mr. Attorney*; look you upon the Survey you produced, and take Notice of the laſt Paragraph, and there you will find the Words *Prox' adjacent' cuidam Tenemento, &c.* What make you of that?

Mr. Att. Gen. Pray, my Lord, let it be read.

L. C. J. I will in the mean time aſk your Witneſs a Queſtion. Friend, thou ſeemeſt to be

be a Man that underſtands ſomething. Thou ſayſt *Foxes-lane* was a Bank before it was built, and the Tide before that time came up to that Bank, both high and low. Now ſuppoſe there had been a Mill in that Ground, how ſhould it have been driven?

Hughes. I will tell your Honour; my Lord, by Report, and I ſuppoſe it may be true, the Mill ſtood all the Tide of Flood, and when the Flood was at High-Water, there was a Dam which kept it in, and it went out again at Ebb-Tide, and ſo the Mill was drove.

L. C. J. There is your Overſhot Mill gone then, Mr. Atorney.

Mr. Att. Gen. If ever Seven or Eight Acres of Ground can be the Appurtenances of a Mill, I ſhould much wonder.

L. C. J. Mr Attorney, I can tell you of a Mill over againſt this Place, which I my ſelf, and we all can remember. All the Eſtate about it was in the *Traps* Family, he was a Gentleman of our Houſe; all the Water that drives that Mill, and two or three Mills that ſerve that ſide of the River, is taken in as the Tide comes in, and is pent in as he ſays by a Dam, and when they open that, the Mill turns back again. For I would fain have all theſe things that ſeem to be dark cleared by the way as they go. I will ſuppoſe all the Records you have read to be right, and that it is called *Ratcliff-Mill*, and then there is the *Mill-bank*, and the *Hilly-bank*, and the *Hilly-way*; it is plain then there was a *Mill-bank*, or a *Hilly-bank*, or whatever you call it. It ſo falls out that the thing now in Queſtion is made plain upon your own Evidence, there was really Ponds, and Gutters, and thoſe things that were to ſatisfie the Mill: This Mill comes to be plucked down, and the Ponds and all the Sleuces come now to be built upon: This is not like your Marſh Ground that is on the Weſtern part of the Bank, but it is Parcel of Mere or Marſh, as the Pond and the reſt ſtifled up by thoſe things, that till ſuch time as the Mill was taken away were Receptacles for to pen up the Water that came in with the Tide. What is the meaning of thoſe Words in the Survey that I ſpoke of before, and the ſeveral Tenements and Orchards, and Ponds, and Sewers, *&c.* and all thoſe things. Would you have it that this ſhould all point to the Scite of the Mill, as though all the Boundaries ſhould extend to the Eaſt end of the Mill?

Mr. S. *Stringer.* That was the Reaſon why I asked but now how big the whole was.

L. C. J. And will what you would have, Mr. Attorney, a Ditch or two ever anſwer the Words in the Survey?

Mr. Att. Gen. Nor will all their Words amount to divers Cloſes of Ground, as this muſt make in the whole.

Mr. Sol. Gen. Their Twenty Acres elſewhere, anſwers all they can claim.

L. C. J. But this you your ſelf ſay, is the *Derrick-hills*, in the Survey; and you do take it as ſoon as the Mill was pulled down in one place, it was ſet up in another.

Mr. Att. Gen. After he had taken our long Leaſe he erected one, we ſay, upon our Ground for he had pulled down the old Mill, and lett that to *Carter.*

Mr. Sol. Gen. My Lord, it is plain that the old Mill and the new Mill were not upon the ſame Ground from *Carter's* Leaſe.

L. C. J. Mr. Sollicitor, You indeed agree among your ſelves that it is plain, but alas the Fact is quite contrary.

Mr. S. *Maynard.* My Lord, we do make our Argument for the Defendants Title as your Lordſhip does apprehend it. The Boundaries towards the Eaſt is made the Mill and *Ratcliff-Town.* This place that contains Seven Acres, though it had Paſſages for the Water, is not the Mill, and it can never be, that ſo much Ground can be reckoned to be Lands belonging to the Mill: It is the Mill it ſelf that is the Eaſt bound.

L. C. J. No, it is the Mill and the *Mill* Bank, Brother.

Mr. S. *Maynard.* With Submiſſion, my Lord, it is *Ratcliff-Mill.*

L. C. J. Is there no *Mill*-Bank in any of the Deeds?

Mr. S. *Maynard.* Not that I remember.

L. C. J. At the Peril of my Diſcretion be that, Brother.

Mr. S. *Maynard.* Take it to be ſo as your Lordſhip ſays, that there is mention of a *Mill*-Bank, that cannot lye Eaſt, for it lyeth in a little Pond——

L. C. J. Good Brother let us not puzzle that which is as plain as that the Sun ſhines. The controverſy is about all the Weſt part of *Foxes-lane.*

Mr. Att. Gen. No, it is the Eaſt bound that we contend for.

L. C. J. Mr. Attorney, if you will miſtake the Point I cannot help it, I aſſure you I do not. Pray take notice of it, it is called 130 Acres in your Act of Parliament.

Mr. Att. Gen. Yes, my Lord, 130 Acres.

L. C. J. Now then the Eaſt of your Land by your own ſhewing is Mill-Bank; the Eaſt of Mill-Bank is the Mill, whereas the Weſt part is St. *Katherines*, ſo all your Deeds and Records ſay but the Eaſt part of the Land is Mill-Bank.

Mr. S. *Maynard.*

Mr. S. *Maynard.* No, my Lord, *Ratcliff-Mill.*

L. C. J. But I ſay, ay, Brother. Then how broad doth *Foxes-lane* extend?

Mr. Att. Gen. 'Tis reckoned 30 Foot in *Carter's* Leaſe, I think.

L. C. J. That is a Leaſe that I perceive there is ſome controverſy about, therefore I do not ſo much mind that: It is a Perch of Land I think in ſome of your Evidences.

Mr. Att. Gen. Where *Foxes-lane* is, is the four Acres that were ſurrender'd, now that being the Weſt-bound of the eleven Acres, where then are the other ſeven?

L. C. J. Read the Deed Poll again, the particulars and Bounds only.

Clerk [*Reads.*] All thoſe my four and twenty Acres and an half———

Mr. Att. Gen. The Eaſt Bound your Lordſhip ſees is the Mill: Now your Lordſhip makes an Objection, that if it were as we ſay, an Overſhot Mill, it could not have been driven———

L. C. J. Do not, pray, make any ſilly Objection for me, and then think to anſwer it. I tell you I do ſay, that it is impoſſible there could be any Mill there, but a Tide-Mill: The thing is as plain, Mr. Att. as any thing in the World can be. Go on with your Evidence.

Mr. Sol. Gen. Pray ſwear *John Somerly*———[*Which was done*]———How long have you known the Place in Queſtion?

Somerly. I have known it about 27 or 28 Years.

Mr. Att. Gen. Do you know where the Mill ſtood, or was reported to ſtand.

Somerly. I know where it was reported to ſtand, but I never knew the Mill my ſelf, it was demoliſhed before my time.

Mr. Att. Gen. Where was it reported to ſtand?

Somerley. As it was reported, it ſtood about half the length of the Hall off the Bank, rather leaning to the River of *Thames* than the High-way.

Mr. Att. Gen. Where was the way to the Mill? *Somerley.* At *Cock-hill.*

L. C. J. That your own Evidence ſay, was on the Weſt ſide of the Mill.

Mr. Att. Gen. Did you know *Shadwell?*

Somerly. I know that that is called *Shadwell.* Do you mean the Well?

Mr. Att. Gen. Yes; how far is the Well from *Cock-hill?*

Somerley. Half the length of the Hall.

Mr. *Williams.* How far is it Eaſt of *Foxes-lane?*

Somerley. Truly I cannot well tell.

L. C. J. The Queſtion is, whether that be the Well that is mentioned in the Evidences?

Somerley. I never knew any other Well; I pay'd for filling of it up.

Mr. *Williams.* What was it? was it not a Pond formerly?

Somerley. It was a Well. *Mr. Att. Gen.* What was it called?

Somerley. Shadwell it was called, I knew no other Name it had; and that Well was wharfed about, and there was a Piece of Wood about Six Foot long put into it, and it was on the hide of the Hill, a Cooper had it in his Poſſeſſion, and he uſed to put his Hoops into it———

Mr. Att. Gen. Do you remember the Ditch that ran under the *Lynches?*

Somerley. I remember their was a Ditch that run along way, there were three or four Bridges over it.

Mr. *Williams.* Was that a wide Ditch?

Somerley. It had Planks to go over, and it was a deep Ditch.

Mr. Att. Gen. When you knew it did Cattle feed there?

Somerley. Not in my time.

Mr. Sol. Gen. When you firſt knew that Well was it reputed an ancient Well?

Somerley. I knew it not till I came to buy it.

Mr. Att. Gen. What do you know of the raiſing of *Foxes-lane?*

Somerley. I lived there 26 Years ago, and in the time ſince I lived in it, it is raiſed the Length of my Stick and more: For when the Tyde came in ſtrong, it uſed to drive Stones and Planks in at the Windows. There was a Waterhouſe erected upon *Wapping-Wall,* and they went to lay Pipes along the Street, but they could not lay them there, for they found great Pieces of Timber, and other things in the Ground that hindered it, and upon that they raiſed the Ground.

Mr. *Williams.* Was not there a Dam made at the End of *Foxes-lane* to keep out the Tide?

Somerley. I never knew of any.

L. C. J. Was not *Foxes-lane* reputed an ancient way?

Somerley. I ſuppoſe they were continually paving it to raiſe it higher and higher.

Mr. Att. Gen. When you knew it firſt was it higher than the Marſh?

Somerley.

Somerley. It was all built when I came thither. It is 6 Yards higher at one End than the other.

Mr. Att. Gen. Swear *John Holmes*——[*Which was done.*]——Do you know the Houſes in Queſtion, between *Foxes-lane* and *Cock-hill*?

Holmes. Yes. *Mr. Att. Gen.* How long have you known it?

Holmes. I have known the Place a matter of 28 Years, or more.

Mr. Att. Gen. Did you know it before it was built?

Holmes. No; I did not take notice of it, to ſay notice.

Mr. Att. Gen. Do you know that place that is called *Shadwell*? *Holmes.* No.

Mr. Sol. Gen. What do you know of the raiſing of *Foxes-lane*?

Holmes. I never did know of raiſing the Lane. *Mr. Att. Gen.* Not at all?

L. C. J. Was it not all the time you knew it a common Paſſage?

Holmes. Yes; a common High-way.

L. C. J. Shew, if you can, that there was any High-way from North to South, but *Foxes-lane*.

Mr. Att. Gen. Do you know *Cock-hill*?

Holmes. That is quite off from it.

L. C. J. Let me ask you a Queſtion. Suppoſe you were to go for the purpoſe from *Shadwell* down to the River of *Thames*, would you go to *Cock-hill* or *Foxes-lane*?

Holmes. If I had occaſion to go down to *Pelican-ſtairs*, then I would go to *Foxes-lane*; but if I were to go to *Bell-wharf*, I would go to *Cock-hill*.

L. C. J. That is quite another way.

Mr. Sol. Gen. It is Southward of *Cock-hill* where the Mill ſtood.

Mr. Att. Gen. That adjoined juſt upon the way.

Mr. Sol. Gen. Doth not *Cock-hill* lead to the *Thames*?

Holmes. Cock-hill is the firſt beginning of the going down to *Bell-wharf*.

Mr. Sol. Gen. Swear *Eleanor Barefoot*, and *Mary Day*. [Eleanor Barefoot *was ſworn.*] Do you know *Foxes-lane*?

Barefoot. Yes, I know it very well. *Mr. Att. Gen.* How long have you known it?

Barefoot. Threeſcore and almoſt Six Years.

Mr. Att. Gen. Then you knew it before it was built? *Barefoot.* Yes.

Mr. Att. Gen. Did you know the old Mill? *Barefoot.* Who, Sir?

Mr. Att. Gen. Do you remember who firſt built there?

Barefoot. I cannot tell.

Mr. Att. Gen. Pray, when you knew it firſt, what was it, and whoſe?

Barefoot. It was Marſh-ground from *Cock-hill* to *Fenners-field* it was counted and known to be Mr. *Stepkin's*, he was a great Free-holder, and owner of all the Ground up to *Eaſt-Smithfield*.

L. C. J. How? Why is not the *Lynches* between *Cock-hill* and St. *Katherines*?

Barefoot. The upper Ground was only belonging to the Dean of St. *Pauls*.

L. C. J. Do you remember that which is now called *Foxes-lane*? *Barefoot.* Yes.

L. C. J. Was it a Lane at that time? *Barefoot.* Yes, it was.

Mr. Att. Gen. Do you remember how the Water came in there? *Barefoot.* Yes.

Mr. Att. Gen. Did it come up to the Bank?

Barefoot. At high Tides it came over, that ſo that none could paſs.

L. C. J. But at common Tides?

Barefoot. It came at common Tides, till it was raiſed.

L. C. J. But it was an uſual paſſage for Carts and Carriages? *Barefoot.* Yes.

Mr. Att. Gen. How was the Mill driven that was there?

Barefoot. There was a Mill in my time, that went with the Tide, and all the Water that came down from that Mill, came into a Pond, and ſo to the Mill-dam, and ſo drove this Mill.

L. C. J. Which Mill doſt thou ſpeak of? Didſt thou know *Ratcliff-Mill*?

Mr. Att. Gen. Did you know *Cock-hill-Mill*?

Barefoot. Yes; that I ſpeak of.

L. C. J. And how was it driven doſt thou ſay?

Barefoot. It was driven by the Water that came from the River in a Sluce.

L. C. J. It came out of the *Thames*? *Barefoot.* Yes; with the Tide.

L. C. J. How did it run? *Barefoot.* It had a great huge Sluce.

Mr. *Williams.* Was that in the *Lynch* Ditch, or otherway?

Barefoot. It ran into a Pond.

Mr. Att. Gen. Where did that Pond ſtand? *Barefoot.* In *New-Gravel-lane*.

Mr. Att. Gen. Where was the Head of the Pond?

Barefoot. It went out with the Tide.

Mr. *Williams.* Where? *Barefoot.* Between the Street and the Mill.

Mr. Att. Gen. How near was the Pond to *Foxes-lane*?

Barefoot. A Quarter of a Mile off.

Mr. *Williams.* Weſt of *Foxes-lane*? *Barefoot.* Yes.

Mr. Att. Gen. Do you know *Green-bank*? *Barefoot.* Yes.

Mr. Att. Gen. How far is that from *Foxes-Lane*? *Barefoot.* Half a Mile off.

Mr. Att. Gen. Did you know the Well called *Shadwell*? *Barefoot.* Yes, I did.

Mr. Sol. Gen. On which ſide of *Foxes-lane* did *Shadwell* ſtand?

Barefoot. It was between the Mill and *Broad-bridge*; Eaſtward of *Broad-bridge*.

Mr. Att. Gen. How far was it from the Mill? *Barefoot.* A pretty way.

Mr. Att. Gen. How far do you think?

Barefoot. About 40 or 60 Foot: The Well was between the Mill I ſay, and *Broad-bridge*, *Foxes-lane* ſtood Weſt.

L. C. J. When you knew *Foxes-lane* firſt, what was it between the *Lynches* on the North, and the *Thames* on the South?

Barefoot. a Place for Carts and Horſes to go.

Mr. Att. Gen. And you ſay it was all Marſh-ground from *Cock-hill* to St. *Katherines*.

Barefoot. Yes, it was all alow Ground.

Mr. Att. Gen. Whole Ground was it counted to be? *Barefoot.* Mr. *Stepkins's*.

Mr. Att. Gen. Had the Dean ever any thing to do there?

Barefoot. The upper Ground was the Dean of *Paul's*, but the lower Ground was Mr. *Stepkins's*.

Mr. *Williams.* Was there a Bridge over the *Lynch* Ditch at the end of *Foxes-lane*.

Barefoot. There was a Bridge and a Cart way.

L. C. J. Do you know it was Marſh-ground on the Eaſt ſide of *Foxes-lane*? did it ever lie under Water?

Barefoot. At high Tides and ſuch as that it was overflowed.

L. C. J. But at common Tides did it uſe to go over *Foxes-lane*?

Barefoot. I cannot tell that truly, it is now raiſed very high, it was much lower; but I am ſure the Tide ſometimes came beyond.

Mr. Att. Gen. When the Water was in the great Pond, did not it come by the *Lynch* Ditch.

Barefoot. It came out of the *Thames*.

L. C. J. Do you remember any way that led up to the *Lynches* by the Well?

Barefoot. The *Lynches* did not belong to Mr. *Stepkins*; there was the Mill.

L. C. J. But anſwer me, was there any way that went up to the *Lynches* by the Well?

Barefoot. There was no Paſſage to go through, but at *Foxes-lane*.

Mr. Att. Gen. Was there not a Way at *Cock-hill*?

L. C. J. That is farther Eaſt than the Mill.

Mr. Att. Gen. *Shadwell* is the Bounds of our Land.

L. C. J. But where is that? that is the Queſtion, Mr. Attorney. I remember what the Woman ſaid indeed the laſt time, if there were as many Wells as there were Pains in the Glaſs Window here, that was the Right Well. But that will not decide the Controverſy.

Mr. Att. Gen. Swear *Auſtin Cope*.——[*Which was done.*]——Do you know *Cock-hill*?

Cope. Yes, I do.

Mr. Att. Gen. Did you not know a Mill that was at *Ratcliff*?

Cope. There was one at *Bell-wharf*.

L. C. J. How long ago is it that you remember it? *Cope.* Threeſcore Years ago.

L. C. J. How was that Mill driven? *Cope.* With the Tide.

Mr. Att. Gen. Where did the Tide come in? *Cope.* At *Frying-pan-ſtairs*.

Mr. Att. Gen. Whither did it go?

Cope. It went into the Dam, and ſo drove the Mill. There was an Iron Mill built by one *White* Twenty Years after.

L. C. J. How far did the Tide go up from *Ratcliff-Mill* Weſtward?

Mr. Att. Gen. As near as you can remember, what was it that ſtopped the Tide?

L. C. J. Ay, how far did the Tide go before it ſtopped?

Cope. Almoſt as far as *New-Gravel-lane*.

L. C. J. Did the Tide come up as far as *Foxes-lane*?

Cope. It flowed over at ſome Tides.

L. C. J. What did it at uſual and common and ordinary Tides?

Cope. It never came ſo high.

Mr. Att. Gen.

Mr. Att. Gen. How high did it come then? *Cope.* Hard by it came.
Mr. Att. Gen. How near? *Cope.* Within Forty Foot upon reaſonable Tides.
Mr. Att. Gen. And did that help to turn this Mill?
Cope. Yes; it went to the Dam, and ſo it drove it.
L. C. J. Where was your way from North to South? *Cope.* At *Foxes-lane.*
Mr. Att. Gen. Was there a Bridge there, over which the Carts went into the Lane, under which the Water did run?
Cope. Yes; there was.
L. C. J. What is it that lies beyond the Mill? *Cope. Ratcliff-Town.*
L. C. J. Which was further Eaſtward, *Cock-hill* or the Mill?
Cope. Cock-hill.
L. C. J. So it is by your own Map; and then where can the Mill-bank be but *Foxes-lane?*
Mr. Att. Gen. Shad-well is our Bounds.
L. C. J. Robin Hood upon *Greendale* ſtood, therefore this muſt be your Land: That is all the Argument I can make of it. Your Boundaries do make it as plain as the Noſe in a Man's Face.
Mr. Att. Gen. Swear Mr. *Holwell*——[*Which was done.*]——How long have you known this Place, the Lands in Queſtion?
Holwell. Not above a Year. *L. C. J.* He is your Surveyor, I think.
Mr. Att. Gen. He is ſo, my Lord. Pray you *Cope*, which way did the Water go?
Cope. Weſtward.
L. C. J. But which way did you uſe to go to the River from the *Lynches?*
Cope. We ſometimes went the lower way, and ſometimes the higher way.
L. C. J. Which was the higher way? *Cope. Ratcliff-highway.*
L. C. J. And which was the lower way?
Cope. Through *Wapping* and *Shadwell*: *Shadwell* is the lower way.
L. C. J. Thou talkeſt of the Noth-Weſt Way; but if you were to go directly from North to South, which way would you have gone?
Cope. Down *Cock-hill*, or down *Broad-bridge.*
L. C. J. Where is that? *Cope.* Beyond *Cock-hill.*
L. C. J. Whereabouts is it? *Cope.* Within a little of *Foxes-lane.*
L. C. J. When you went down *Cock-hill* upon which Hand did you leave the Mill?
Cope. If I went the lower way, I left the Mill on the Left Hand.
L. C. J. But when you went the higher way down *Cock-hill?*
Cope. Then we left the Mill behind us.
L. C. J. What doeſt thou mean by behind thee? *Cope.* I left it North.
L. C. J. That could never be, Man. *Mr. Att. Gen.* Yes, my Lord, he is right.
L. C. J. But I ſay he is not right, Mr. Attorney, for *Cock-hill* is North of the Mill.
Mr. Att. Gen. Cope, do you know *Foxes-lane?* *Cope.* Yes, very well.
Mr. Att. Gen. Is it raiſed? *Cope.* Yes; Eight or Nine Foot.
Mr. Att. Gen. What was the Reaſon of its being raiſed?
Cope. It was not fitting for Carts to go over.
L. C. J. Why ſo? *Cope.* The Water came upon it.
Mr. Att. Gen. And then to come to the Admeaſurement, taking in the Place in queſtion it makes juſt 130 Acres, which is our Number and no more.
L. C. J. Then you will leave the Dean nothing.
Mr. Att. Gen. Yes, he has 2000 *l.* a Year.
L. C. J. Where? *Mr. Att. Gen.* In the Eaſt beyond this Place.
L. C. J. Why, would you have any of the Land that belongs to the Mill?
Mr. Att. Gen. we claim this as Marſh-Land; which they have nothing to do with, and the Number of Acres will not be anſwered without it. Mr. *Holwell*, have you admeaſured the Marſh?
Holwell. Yes; I have, Sir.
Mr. Att. Gen. From whence did you begin? *Holwell.* From *Hermitage-Dock.*
Mr. Att. Gen. Within what Bounds?
Holwell. That which they call the *Lynches* and the Marſh to St. *Katherines* from the Well.
Mr. Att. Gen. And how much doth it make?
Holwell. Beſides the Well and the *Lynches*, I find it ſomething above 130 Acres.
L. C. J. Somewhat above, how much Pr'ythee?
Holwell. Not an Acre above.
Mr. *Williams.* Pray, Sir, how many Acres lies Eaſt of *Gravel-lane?*

Holwell.

Holwell. Beſides the Well and the *Lynches* I can find but Fifty Acres and an half.

L. C. J. Where did you reckon up the whole?

Mr. Att. Gen. To make up the 130 Acres, he took in the Mill and all.

L. C. J. That is very well.

Mr. Att. Gen. Why, my Lord, it is no more than 130 Acres, and ſo much we muſt have.

L. C. J. Look into the Survey that you produced, and ſee what that ſays, beſides all—

Mr. Att. Gen. Thoſe lye eaſtward of the Mill.

L. C. J. Pray did you meaſure the Wall?

Halwell. Wapping Wall is 20 Acres.

Mr. Att. Gen. If they will conſent, the Jury ſhall have the Survey with them.

Mr. *Williams.* With all our Hearts, let them have it.

L. C. J. Gentlemen, both ſides conſent, you ſhall have the Survey with you; but without that Conſent you could not have had it, it not being under Seal.

Mr. Att. Gen. Then we deſire our laſt Verdict may be read. Mr. *Sutton*, was it a Verdict upon full Evidence?

Sutton. Yes, Sir.

Mr. Att. Gen. How many Hours did it laſt? *Sutton.* Five or Six.

Mr. Att. Gen. Was there a View in it? *Sutton.* There was ſo.

L. C. J. Read it ——— [*Which was done.*] ——— Mr. *Holwell*, how much pray, is the Land between *Foxes-lane* and the Mill?

Holwell. Below the *Lynches* I find it to be Seven Acres and an half.

L. C. J. Can you expect then that all thoſe Words of Gardens, Orchards, *&c.* ſhould be anſwered under ſeven Acres and an half. Beſides, the firſt and ancient Reſervation of Rent was 10 *l.* a Year, after it was increaſed to 16 *l.* a Year, and it doth appear the Mill turned to ſo little Account that it was pulled down, and ſo the Land was to anſwer the Rent, which for a ground-rent upon a Church-Leaſe in thoſe Days was very great. Have you done now?

Mr. Att. Gen. We have done for the preſent, my Lord.

L. C. J. What ſay you to it then for the Plaintiff, Gentlemen?

Mr. S. *Stringer.* May it pleaſe your Lordſhip, and you Gentlemen of the Jury; If we ſhould give no further Evidence at all than what we have already given: But leave it upon this, I dare affirm it plainly appears that they have no Title at all to this Land. As to their laſt piece of Evidence I would firſt give an anſwer to that, and that is their Verdict; and that which I would obſerve upon it, and ſay to it, is this; it was a Verdict obtained upon forged Deeds. Deeds found, as is pretended, and as you have heard from their two ſpecial Witneſſes, in a very extraordinary manner found in a Garret. But by what Art prepared, and that they are forged I queſtion not but we ſhall give you Satisfaction. But beſides, as to their Admeaſurement, it ſeems as they would have it 130 Acres is the Queſtion about the extent of the Marſh. So much they claim, and we ſhall bring two Surveyors that will give you an account upon their Oaths, that between *Foxes-lane*, which we ſay is the Weſt Boundary of our Land, and the Eaſt of theirs, and *Hermitage-Dock*, where the Marſh ends, there is above 130 Acres, and ſo they do not want their Number. For all the Evidence that they have given out of Records, we agree them to be as they ſay, and by that Agreement ſhall do our ſelves no harm at all; for they all do confirm our Aſſertion: They place the Eaſtern Bound of the Marſh at *Ratcliff-Town*; now at *Foxes-lane* doth *Ratcliff-Town* begin. The Art has been to confound the Cauſe by puzling Boundaries, when it is a plain apparent miſtake they run upon, and indeed I may very well ſay, a wilful one too. They would have us confine all to a Mill and a little Ditch, when they are at leaſt ſeven Acres always enjoyed with it, and all called the Mill, which had a Pond, Gardens, Orchards, Tenements, *&c.* And now there are very large Drains neceſſarily made, to keep the Water from annoying the Inhabitants, and to carry it away. But for a further Evidence of our Title, we ſhall firſt prove that upon a Bill exhibited in the *Exchequer* by Mr. Attorney General againſt *Stepkins* their Anceſtor, to know what Incroachments had been made, what belonged to the Dean of *Pauls*, and what to Mr. *Stepkins*, are fully ſet out. There it is proved that the Bounds of the Marſh were *Wapping-wall, alias Foxes-lane.* The Marſh was continually overflown with Water, but now in our Ground there was a great many Ditches and places to keep the Water for the Service of the Mill. When we come to build upon our Ground, which was 15 *Jacobi* (then it began) then he brought an Action and did pretend that we did incroach the Wall ſomewhat into the Marſh, there we had a Verdict upon a View, and after a Non-ſuit upon full Evidence. There was likewiſe a Bill exhibited in Chancery againſt *Stepkins* the Father, wherein the Bounds are ſet forth, and he in his Anſwer particularly enumerates the Boundaries. And it has been conſtantly

ſtantly the Reputation of the Place, that this was the Dean's Lands, ſurveyed as the Deans Lands, ſold in the late Times of Uſurpation as the Dean's Lands. The firſt thing, my Lord, which they produced, and that we did then, and do now controvert is *Carter's* Leaſe; this, they ſay, was found in the Garret, and they bring two Witneſſes for it: But how they have behaved themſelves, what confuſion there is in their Evidence, you ſee——

L. C. J. Brother *Stringer*, if you have any Evidence to give, pray give that firſt, and leave your Remarks till the laſt, you ſhall then ſay what you will, but firſt give your Evidence.

Mr. S. *Stringer.* My Lord, we ſhall purſue your Direction: We ſay, upon *Foxes* Building, *Stepkins* ſurmiſing that the Wall belonged to him, comes and brings an Action of Ejectment againſt *Foxes* Tenants for this Wall, and upon Tryal the Verdict went againſt him. Then there was another Action brought, and he was Nonſuit upon that. Afterwards there was a Bill preferred againſt him, and in his anſwer he confeſſeth that his Wall Marſh bounded upon *Foxes-lane*. Here are the Bill and Anſwer.

Which were read.

As likewiſe Copies of two Records, one in the Common Pleas; *the other in the* King's Bench.

Hill. 12 Jacobi *Ejectment*; George Boſwell, *Plaintiff*; *againſt* Tho. Fox, *Defendant*; *Not-guilty pleaded, a Verdict for the Defendant.*

Mich. 14 Jacobi *Ejectment*; William Sorrel, *Plaintiff*; *againſt* Tho. Fox; *Not-guilty pleaded, and the Plaintiff became Nonſuit.*

Sir *John Trevor.* My Lord, we have this further Piece of Evidence; we have here a Leaſe made by *Stepkins* of ſeven Acres of Land, Weſtward of *Foxes-lane*, which divides the Marſh from the Mill-Ditches, and there is a Covenant that if he recover any part of Wall, Marſh-Wall, the Tenant ſhall have the Advantage of it, and increaſe his Rent.

Which Leaſe bearing date, 16 Aug. 13 Jac. Anno Dom. 1615. *was read.*

Mr. *Williams.* This was in time between the Nonſuit and Verdict.

Mr. S. *Stringer.* My Lord, as I did open it, there was an Information exhibited by Mr. Attorney Gen. *Noy*, 7 *Car.* I. againſt our Tenants and theirs, and upon that Information there were Examinations of Witneſſes, and all the Bounds of both Parties particularly ſet out, which make it all as plain and clear as can be. This cannot be ſet up to ſerve a Turn, it was in 7 *Car.* I. ſo long ago, and when that ſhews the Wall to be the Inheritance of the Dean of *Pauls*, it anſwers all their pretence of a Leaſe——

L. C. J. Look you Brother, that cannot be given in Evidence, and I will tell you why, if it were an Information againſt *Stepkins* himſelf, he being the Party under whom they claim, no doubt it were Evidence. But it is againſt the Tenants of the one, and the Tenants of the other; who only could ſupport their own Tenancies, but they could not know their Landlords particular Titles, and then this cannot be Evidence to bind their Inheritance.

Mr. S. *Stringer.* We ſubmit it to you, my Lord. Then we ſhall offer you a Survey. In the Year 1649. this was expoſed to Sale as Church Lands, and a Survey taken and found to be the Inheritance of the Church of *Pauls*, and as ſuch ſold for 9500 *l.* and enjoyed by the Purchaſors till the Reſtoration.

Mr. *Williams.* Yes, and to that very Perſon ſold from whom they ſay they had theſe Leaſes, which they have produced. That is to *Winterburn*, whoſe Executor *Knowles* was, as he ſays; and if he had ſuch a Leaſe, which had then been forty Years in being, would he have given ſo much Money or ventured to purchaſe it as the Inheritance of the Church.

Mr. S. *Stringer.* Here is the Survey then taken.

Mr. Att. Gen. We oppoſe the reading of your Survey, becauſe it had not any Authority to warrant it.

L. C. J. Nay, Mr. Attorney, though there was no ſufficient Authority, yet ſuch things have always been allowed as Evidence. You cannot but remember it was done in the Caſe of *Finsbury-Rotten-row*, as they called it *White-croſs-ſtreet.*

Mr. Att. Gen. Then let them read the Commiſſion it was made upon.

Mr. S. *Pemberton.* We have none; there were many things done then of this Nature, without Commiſſion under Seal.

L. C. J. Ay, they did them by Orders from Committees. Read it.

It was read, dated Dec. An. 1649.

Mr. S. *Stringer.* Now we will ſhew the Deeds of Purchaſe, which was by Deed inrolled.

Dated 22 Nov. An. 1650. *for* 9540 *l.*

Mr. S. *Stringer.* My Lord, becauſe they pretend this to be an Overſhot-Mill, as they call

it; though it be plain it could not be by the Place; yet we have three Tide Millers that we would trouble you with a little, but firſt here are ſome others, *Bland*, *Matt*, and *Leburn*, who will give an account of it——[*They were ſworn.*]——*Bland*, do you know the Houſes in Queſtion?

Bland. Yes.

Mr. *Williams.* How long have you known them? *Bland.* Thirty Years.

Mr. S. *Pemberton.* Pray what is the common Reputation whoſe the Lands were?

Bland. It was always taken to be the Dean's Lands.

Mr. *Williams.* Who were the Tenants?

Bland. Mr. *Whitwick* and Mr. *Winterburn.*

L. C. J. Pr'ythee canſt thou tell what was taken to be the Eaſt Boundary of *Wapping Marſh*?

Bland. Foxes-lane.

L. C. J. Was that the Reputation upon your Oath, in all your time?

Bland. Yes; ever ſince I knew it.

Mr. Williams. Bland, pray do you know the Pond?

Bland. The Ponds were filled up, but there were Ditches in my time.

L. C. J. How near were the Ditches to *Foxes-lane*? *Bland.* Within Ten Foot.

Mr. Williams. What was the uſe of thoſe Ditches?

Bland. The Water came in at *Bell-wharf* and filled up the Ditches with the Tide, and ſo it went back again.

Mr. S. Stringer. Can you tell who purchaſed theſe Lands of the State in the late times?

Bland. Whitwick and *Winterburn.*

Sir *John Trevor.* Swear *William Kemp* and *Curtlett.* [*Which was done.*

Mr. Williams. Hark you, Mr. *Curtlet*, we would ask you a Queſtion. My Lord, your Lordſhip obſerves there is a Well called *Shadwell*, that is at the Eaſt end of their Marſh. We ſhall ſhew where that Well is: There was a Well very lately juſt by Wall-Marſh, hard by the place where the Church is now built, which was called *Shadwell*, and from which the Church has its Name. *Curtlett*, do you know *Foxes lane*?

Curtlett. Yes, I do.

Mr. Williams. How long have you known it?

Curtlett. I have known it Sixty Years.

Mr. Williams. When you firſt knew it, whoſe Land was it?

Curtlett. I am ignorant of the original Title, or the derivative Title, I know not whoſe it was or is.

Mr. S. Pemberton. But whoſe was it reputed to be, that we mean?

Curtlett. Sometimes it was reputed Mrs. *Moors*, ſometimes *Winterburns*, ſometimes ones, ſometimes anothers.

Mr. Williams. Do you remember the Mill that was in this Ground in Queſtion?

Curtlett. Yes, very well. *Mr. Williams.* How was that Mill driven?

Curtlett. The Water came in at *Bell-wharf*, Eaſtward, out of the *Thames* into the Pond, and ſo run beyond *Broad-bridge*, and vented it ſelf into divers Ditches, and when the Tide went out, it returned back again, and imployed the Mill.

Mr. Williams. How far went the Ditches?

Curtlett. Some of them to *Foxes-lane*, and one principal Ditch turned up half way the Lane, that People were forced to have Boards and Planks to go over it.

L. C. J. The Thing is very plain, had it been as they ſay, an Overſhot-mill, this Proviſion that was made of Water for it, for ought I ſee, would have drowned all the Ground round about it.

Curtlett. When I was a Boy we uſed to ſwim in that Place that was near *Shadwell*, in the *Eady*, there I have ſeen the Water as it went out, and the Mill wrought with it as it went back again.

L. C. J. Was there not a way when you knew it firſt from North to South?

Curtlett. I cannot well tell.

Mr. Att. Gen. Was there not a way from *Ratcliff-high-way* at *Cock-hill* to the River of *Thames*?

Curtlett. There was a common way for Carts and Horſes down to the Ballaſt-wharf, and there was a great vacant Place——

Mr. Att. Gen. Pray let me ask you, Did you ever hear theſe Lands reputed to be *Stepkin's* when you knew them firſt?

Curtlett. We have heard talk of that Gentleman. *Mr. Att. Gen.* How long ago?

Curtlett. I have not heard of him this Twenty Years.

Mr. Att. Gen. Have you above Twenty Years ago?

Curtlett.

Curtlett. If I did hear of him, I do not believe then it was in his Poſſeſſion; I cannot tell whoſe Title is beſt: You have, I ſuppoſe, both of you better Witneſſes than I; Conveyances and Deeds.

Mr. Att. Gen. He is a wiſe Witneſs, he will not ſwear whoſe it is.

L. C. J. He is ſo, Mr. Attorney; I wiſh yours were ſo too.

Mr. *Williams.* Pray what was it beyond *Shadwell*, and how near was *Shadwell* to *Marſh-Wall*?

Curtlett. Shadwell was on the further ſide near *Foxes-lane.*

Mr. *Williams.* To the Eaſt or Weſt of *Foxes-lane?* *Curtlett.* To the Weſt.

Mr. *Williams.* Did you know the Well that is called *Shadwell?*

Curtlett. I know there was ſuch a ſmall Spring.

L. C. J. Did it lie Eaſt of *Foxes lane* or Weſt do you ſay? *Curtlett.* Weſt it lay.

Mr. *Williams.* Pray did the place where you uſed to ſwim come up as far as the Wall?

Curtlett. Oh, no.

L. C. J. I believe that was within the *Thames* only.

Mr. *Williams.* How near have you ſwom to *Foxes-lane?*

Curtlett. It was in the *Thames* in an Eddy, there the Water went underneath the Mill.

Mr. Att. Gen. In whoſe Ground was that Well that you call *Shadwell?*

Curtlett. I cannot tell in whoſe Ground it was.

Mr. Att. Gen. Was it in the *Lynches*, or in the Marſh Ground upon your Oath?

Curtlett. I cannot tell indeed whoſe Ground it was in.

Mr. Att. Gen. Did it riſe very high?

Curtlett. It was out of the high Ground where the Church is built.

Mr. S. *Lutwich.* Did you ever hear of any Well but what lay between *Foxes-lane* and the Mill?

Curtlett. Sir, I can only give an account where that Well lies that was called *Shadwell*, where the Church is now.

Mr. Att. Gen. How many Wells have you known? *Curtlett.* None but that, Sir.

L. C. J. He does not know as many as there are Pains of Glaſs in the Window, Mr. Attorney.

Mr. Williams. And this, he ſays, lay Weſt of *Foxes-lane*, and there is your *Shadwell*-Bounds for you.

Mr. Att. Gen. I ask you again, that Spring which you mentioned, did it lye in the Dean and Chapters *Lynches*, or no?

Curtlett. I tell you I know not whoſe the Ground was; the Church ſtands there now.

Mr. S. Lutwich. Did it lie in upper *Shadwell?*

L. C. J. He anſwers as plain as any Man can; it was where the Church now is.

Mr. Williams. Where is *Kemp?* Do you know the Houſes in Queſtion?

Kemp. The Houſes in *Shadwell* I do know, between *Bell-wharf* and *Foxes-lane*; I knew them before they were Built as there are now; there were ſome ſmall Houſes built here and there all along. There was a Pond and Ditches to receive the Water of the Tide: but at *Broad-bridge* eſpecially there were Houſes along to the Northward, among the reſt, Mr. *Craven*'s Houſe who had a large Orchard and Garden.

L. C. J. Where was that?

Kemp. Eaſtward of *Foxes-lane*, and ſeveral other Houſes there were.

Mr. Williams. Whoſe Inheritance was it?

Kemp. Mrs. *Moor* was my Maſter's Landlady, and *Shadwell* was reputed her Land and Ground.

Mr. Williams. She was Leſſee under the Church.

Mr. S. Pemberton. Did you know the Cutts and Ditches in that Ground?

Kemp. Yes, Sir. *Mr. S. Pemberton.* How far went they Weſtward?

Kemp. The Ditch ran all in one till it came to *Broad-bridge* where it parted to the Northward and the Weſtward.

L. C. J. How near *Foxes-lane?*

Kemp. Within a Dozen or Twenty Yards of *Foxes-lane.*

Mr. Att. Gen. What ſort of Ground was it? was it not Marſh-Ground?

Kemp. A Man that built Boats in Winter time, put his Shallops into the Pond, otherwiſe it was very good Ground to the Northward, there were very many good Houſes built and ſince Mr. *Neale* had to do with *Shadwell*, they have built in Mr. *Cravens*, and built a Water-houſe and two other Houſes there.

L. C. J. Read the Survey again that mentions *Craven*'s Houſe there.

Which was done.

Kemp. That was bending Northward that way.

Mr. Williams.

Mr. *Williams.* It is part of the ſeven Acres now in Queſtion.

L. C. J. Do not you contend for the Brew-houſe?

Mr. Att. Gen. for the Water-houſe we do.

L. C. J. Is not the Water-houſe built upon part of *Craven's* Ground?

Kemp. Yes, my Lord; it is.

Mr. *Williams.* When did you know this firſt? *Kemp.* Fifty Years ago.

Mr. *Williams.* was this Ground Orchards or Gardens then?

Kemp. Several places of it were Gardens and Orchards; ſome Places had Houſes, chiefly to the Northward, ſome good Houſes and Orchards, eſpecially Mr. *Craven's.*

Mr. Att. Gen. Do you ſpeak of the Hilly or the Low Ground?

Kemp. The Middle Ground, chiefly that that lay Northward.

Mr. Att. Gen. Did you know the *Lynches*, the Hilly Ground?

Kemp. Up higher to *Ratcliff-high-way* I did.

Mr. Att. Gen. Did you know the Ditch that came under the bottom of the *Lynches*?

Kemp. The Stream did run in ſeveral Places, but the Ground was good Ground Northward ſpecially.

Mr. Att. Gen. were there any Houſes built on the South ſide of that Ditch?

Kemp. There were a great many built between the Ditch and the *Thames*, between *Bell-wharf* and *Foxes-lane.*

Mr. Att. Gen. What, Fifty Years ago? *L. C. J.* Your own Survey ſays ſo.

Mr. *Williams.* Call *Daniel Hams*:——Swear him.——[*Which was done.*]—— Do you know the Mill and Lands in Queſtion?

Hams. I knew it when it was a Mill.

L. C. J. How long is it ſince you firſt knew it? *Hams.* Forty Years.

L. C. J. Pr'ythee what a kind of Mill was it?

Hams. A Ground-ſhot-Mill, ſhe took in Water at *Bell-warf*, and it ran towards the Weſt to *Foxes-lane*, in ſeveral Branches and Ditches.

L. C. J. How! A Ground-ſhot-mill ſayſt thou? why theſe Gentlemen ſay it was an Over-ſhot-mill.

Hams. My Lord, It could be no Over-ſhot-mill, for the Water will not riſe high enough to drive ſuch a Mill; it ran in ſeveral Ditches to preſerve it from riſing to overflow the Ground. Beſides, my Father, who was a Mill-wright himſelf, told me he had known it Threeſcore Years, and knew it always a Ground-ſhot-mill: He told me of all the Mills about *London*, what they were.

Mr. Att. Gen. Pray how old was your Father when he told you ſo?

Hams. He had known them he ſaid, Sixty Years, and he has been dead Twenty Years.

Mr. Att. Gen. Why the Mill was removed. he could not know it ſo long.

L. C. J. I know no Proof of it but your Deeds.

Hams. My Lord, there it was, he ſaid.

Mr. Att. Gen. Was there not a Pond and Ditches?

Hams. There muſt be Ditches to receive the Water as it came in, but ſtill the more the Tide came in that fill'd up the Ponds, and as it went back again, it drove the Mill.

Mr. *Williams.* What Profeſſion are you of Pray? *Hams.* I am a Mill-wright.

Mr. Att. Gen. Pray do they make uſe of a Trough in ſuch a Mill.

Hams. They do for an Over-ſhot-mill.

Mr. Att. Gen. Here is a Trough of Lead in their Leaſe. Do not they in an Under-ſhot-Mill.

Hams. No, if it be by the Tide a Ground-ſhot-mill, there is no neceſſity of a Trough.

Mr. *Williams.* We have a great many Witneſſes to this Point. Swear *Grindy*——[*Which was done*]——Are you a Mill-wright?

Grindy. I am only a Miller. Mr. *Williams.* Did you know the Mill in Queſtion?

Grindy. I cannot remember it, Sir. *L. C. J.* How long have you known the Place?

Grindy. Thirty or Forty Years: But I had no acquaintance with that Mill they ſpeak of; But I know it is impoſſible for any Over-ſhot-mill to be there: For I keep part of a Tide-mill my ſelf, and have done ſo this Forty Years, and I know the Water muſt riſe at leaſt Ten, Twelve, or Fourteen Foot higher than it needs in a Tide-mill. For we take in our Water as the Tide comes in, and we have a pair of Gates that are hung with Hinges at the Top, which open as the Tide comes in, but the Water as it goeth out, ſhuts it again, and that keeps the Water to ſtand three or four Hours in ſome Mills, and then we have only Gutts that belong to the Wheel, and then we draw up the Gates the Water goes out. We have no Water that comes above the Shaft, which is half the Heighth of the Wheell, which is Sixteen Foot high. To talk of an Over-ſhot-mill the Water muſt riſe ſo high as to go over the whole Marſh.

L. C. J.

L. C. J. And muſt drown all the Town and Country too. It is plainly ſo, Mr. Attorney, talk as long as you will.

Mr. Att. Gen. Friend, I ask you but one ſhort, plain Queſtion: I would know, can they uſe a Leaden Trough with thoſe Tide-mills, as you call them?

Grindy. We can uſe none, nor do we make any ſuch thing.

Mr. Att. Gen. Would not the Springs in the *Lynches*, carry an Over-ſhot-mill?

Grindy. Sir, I have ſeen the Place all about many times, and I will lay any Man 20 *l.* to 20 *s.* that all the Springs thereabouts ſhall not Produce a quarter enough Water.

Mr. *Williams.* Where is *George Care?* Swear him——[*Which done.*]——Do you know *Foxes-lane?*

Care. Very well.

Mr. Williams. How long have you known it? *Care.* Eight and Fifty Years.

Mr. Williams. Did you know *Shadwell*, the Well ſo called? *Care.* That I did, Sir.

Mr. Williams. Where ſtood it pray?

Care. At the upper End of *Foxes-lane* as we go Weſtward, and juſt at the ſide of the Church-yard, there is one now and brick'd over Head, where they uſed to fetch Water: I never knew any other.

Mr. Williams. Was that called *Shadwell?*

Care. I never knew any other but what I tell you of.

Mr. S. Stringer. Pray what was uſually taken to be the Eaſt-bound of *Wapping-Marſh?*

Care. The Weſt ſide of *Foxes-lane* was called *Marſh-Wall*, or *Wall Marſh*, and that was the Boundary to *Stepkins*'s Lands, and Eaſtward was always the Lands of the Dean of *Pauls*, and I have known it this Eight and Fifty Years; Nay, I was the firſt that ever built an Houſe in *Foxes lane.*

Mr. Att. Gen. Do you know the *Lynches*, or the High-Ground Northward?

Care. I know it not by that Name.

Mr. Att. Gen. This Well you ſpeak of, did it not riſe out of that Ground?

Care. It was by the Church-yard that is now.

Mr. Att. Gen. You have that the Inheritance of it.

Mr. Williams. Sir, we hope we ſhall not need to be taught which is our Inheritance. Where is Mr. *Mar.* We ſhall now my Lord anſwer the Admeaſurement made by her Surveyor *Holwell.* Pray will you Mr. *Marr*, tell the Court how many Acres it is.

Marr. The Land which is counted *Wapping-Marſh*, which is bounded on *Foxes-lane* Eaſt, on the Dean's Land Weſt, upon *Graſh-Mill*, *Well-cloſe*, *Nightingbal lane*, &c. if we take it to the upper Ground, doth contain 130 Acres, but take in that which is in Queſtion too, and it makes 141 Acres.

Mr. Williams. Did you meaſure it too Mr. *Leyburn.*

Leyburn. I did ſo too, Sir, and it is as he ſays. *L. C. J.* How much is it?

Leyburn. I took the whole from St. *Katharines* to *Foxes-lane*, and it makes 130 Acres beſides the Upland and Foreland, and the like between *Graſh-mill* and *Wall-marſh-wall:* It is at leaſt ſo much; it is, I think ſomewhat more, the Ditches being undetermined.

L. C. J. Well, what is it all this while you keep my Brother *Gregory* for?

Mr. Williams. If your Lordſhip pleaſe, we have only a ſhort Queſtion to ask Mr. Baron *Gregory*; if he pleaſe to be ſworn——[*Which was done.*]——Where is Mr. *Knowles?* Sir, you were pleaſed to ſay that the Writings were carried to Mr. *Neale*'s Council in *Grays-Inn*, and that that Writing was among them.

Knowles. They were ſo, and I believe it was among them.

Mr. Williams. My Lord, Mr. Baron *Gregory* had the Peruſal of theſe Writings.

L. C. J. But, Mr. *Williams*, my Brother *Gregory* was not named to be the Counſellor in *Grays-Inn.*

Knowles. No, one *Gage*, or ſome ſuch Name.

L. C. J. I ſuppoſe it was to Mr. *Cage*'s Chamber, that married *Okey*'s Widow.

M. S. Stringer. I believe it was, and I am ſorry we have kept Mr. Baron *Gregory* ſo long.

Knowles. Pray did you know they were with Mr. Baron *Gregory?*

L. C. J. Did you know they were with my Brother *Gregory?*

Knowles. No, my Lord, that I remember.

L. C. J. Well Brother, we cannot help your ſtaying now, but remember you had an Offer made you at firſt, and you are puniſhed for refuſing it. Go on Brother *Stringer.*

Mr. *S. Pemberton.* My Lord, that which we were ſurprized with the laſt Trial, was the Newneſs of theſe Deeds to us. It look'd to us to be ſo ſtrange a thing, ſo amazing a thing to us, that we knew not how to give an anſwer to it. We have ſince conſidered of theſe things, and your Lordſhip doth ſee what account they themſelves have given of them. And what an improbability it is that theſe Deeds ſhould be found, as they ſay. Here was

a Poſſeſſion which we have proved under the Dean of *Pauls* Leaſe for ſo long, this they would ſtrip us of theſe Deeds that they have trumped up. It made us look into it more warily, and we cannot conceive it probable, or any thing likely, that the Deed of Purchaſe whereby this Land is pretended to be purchaſed into the Family of the *Stepkins's*, ſhould be found in the Hands of the Dean of *Pauls* Leſſee, who likewiſe purchas'd it of the State, as the Inheritance of the Dean of *Pauls*. How could the Deed of Purchaſe from *Hill* be in our Leſſees Houſe.

Mr. *Att. Gen.* It was not, that is a miſtake.

Mr. *S. Pemberton.* Good Mr. Attorney, do not interrupt me. We muſt rely upon it that they ſwore it the laſt time, and that the Deed of Inheritance made four days before our Deed, on purpoſe to warrant the Trick. Here is likewiſe a Surrender made between *Hall* and *Stepkins* produced. How the Deans Leſſees ſhould come to have that Deed of Surrender? But to ſatisfie your Lordſhip in this matter, We ſhall give a Full and a Fair Evidence, that theſe Deeds are forged.

Mr. *Bradbury.* My Lord, we have had a violent ſuſpicion, that theſe Deeds were forged. But we ſuſpect it now no longer, for we have detected it, and will ſhew as palpable ſelf-evident Forgery upon the Face of theſe Deeds as ever was. I deſire to ſee the Deed of the 13th of *November*, in the 2d and 3d years of *Philip* and *Mary* from *Marcellus Hall* to *Roper*: and that of the 22th of *December*, in the ſame years, from *Marcellus Hall* to *Carter*, I deſire to ſee too. Your Lordſhip ſees the uſe of theſe Deeds. The one is grafted upon our Leaſe from Dean *Fecknam*, where it is recited, that the Mill is demoliſhed, and a new one erected in another place (ſays their Deed,) and upon that they ſet up the Notion of an Overſhot-Mill, and all the puzling Matter brought into this Cauſe. But I dare undertake to prove them plainly forged.

Mr. *Attorney.* That is an undertaking indeed.

Mr. *Bradbury.* It is an undertaking indeed to detect the Defendants Articles, but I will venture upon it, and ſhall demonſtrate it ſo evidently, that Mr. Attorney himſelf ſhall be convinced they are forged.

Mr. *Att. Gen.* Come on, let us ſee this Demonſtration.

Mr. *Bradbury.* The Deeds have brought that Evidence upon their own Faces, that is 1000 Witneſſes.

Mr. *Williams.* Prithee open the Exception.

Mr. *Bradbury.* If your Lordſhip pleaſe to look upon them, the Stile of the King and Queen in both run thus. The one is, This Indenture made the thirteenth day of *November*, in the Second and Third Years of the Reigns of our Soveraign Lord and Lady *Philip* and *Mary*, by the Grace of God King and Queen of *England*, *Spain*, *France*, both *Cicilies*, *Jeruſalem*, and *Ireland*, Defenders of the Faith, Arch Dukes of *Auſtria*, Dukes of *Burgundy*, *Millain* and *Brabant*, Counties of *Hasburg*, *Flanders* and *Tyroll*. The other is, This Indenture made the 22th day of *December* in the ſame Year. Now in *November* and *December* 2 and 3 of *Philip* and *Mary* it was impoſſible for any man in the World to draw a Deed in this Form that thoſe two Writings are ——

Mr. *Att. Gen.* Is that your Demonſtration?

L. C. J. Pray let him go on, methinks it is very ingenious.

Mr. *Bradbury.* My Lord, I had the hint from my Lord *Coke* in his firſt Inſtitutes, not as to this particular Stile, for I know he is miſtaken there, but for the detecting of Forgeries in general.

L. C. J. It is very well, pray go on.

Mr. *Bradbury.* My Lord, at that time King *Philip* and Queen *Mary* were among other Stiles, ſtiled King and Queen of *Naples*, Princes of *Spain* and *Sicily*; they never were called King and Queen of *Spain* and both the *Cicilies* then. And laſtly, *Burgundy* was never put before *Millain*. Now to prove all this, that I ſay I have here all the Records of that time, which will prove their Stile to be otherwiſe. *Firſt*, We ſhall ſhew the Acts of Parliament of that time. The ſitting began the 21th of *October*, in that Year which was before their Deeds, and ended the 9th of *December* after. We ſhall firſt read the Titles of the Acts of Parliament, and you will find them juſt as I have opened them. Read the Statute Book.

Clerk (Reads). Acts made at a Parliament begun and holden at *Weſtminſter*, the one and twentieth day of *October*, in the Second and Third Years of the Reign of our moſt gracious Soveraign Lord and Lady *Philip* and *Mary*, by the Grace of God King and Queen of *England*, *France*, *Naples*, *Jeruſalem* and *Ireland*, Defenders of the Faith, Princes of *Spain* and *Sicily*, Arch Dukes of *Auſtria*, Dukes of *Millain*, *Burgundy* and *Brabant*, Counties of *Haſpurg*, *Flanders* and *Tyroll*, and there continued and kept until the Diſſolution of the ſame, being the ninth day of *December* then next enſuing.

Mr. *Brad-*

M. *Bradbury*. Here in the Acts made by the Publick Council of the Kingdom the Style is in the ancient manner. And your Lordships obſerves theſe no ſmall differences. Here firſt *Spain* is left out in the enumeration of the Kingdoms, and ſo *Sitily* and *Naples* is inſtead of them. In the Deeds *Spain* is put in before *France*, and the *Sicilies* made a Kingdom too. *Secondly*, Here in the Style of the Act they are called but Princes of *Spain* and *Sicily*, that in the Deeds is quite left out. And then in the Acts of Parliament, *Millain* is put before *Burgundy*, in the Deeds, *Burgundy* before *Millain*. And how this great alteration of the Style ſhould come to be put in a Millers Leaſe, is ſtrange. We have next an account of all the Fines of *Hillary* Term, which was the Term next following; for their firſt Deed happens to be in *Michaelmas* Term, and then the Parliament ſate too.

Many of which were read.

Mr. *Bradbury*. Here are likewiſe the Fines of *Eaſter* Term following, which ſhew that ſtill the Old Style continued in all the publick Records. And if we could as eaſily have brought all the Enrolments of Deeds that would prove the ſame.

The Fines of Eaſter *Term read.*

Mr. *Bradbury*. Now, my Lord, we ſhall ſhew when the Style turn'd, that was in *Trinity* Term after.

The Fines read.

Mr. *Bradbury*. But I cannot ſee how theſe Deeds could be truly made at that time when they ſtand ſingle, and none like them can be ſhewn, except they come from the ſame Forge that theſe do. I cannot believe the Miller alone, or he that drew his Leaſes for him, could ſo long before prophecy what manner of Style ſhould hereafter be uſed.

Mr. *Williams*. Your Lordſhip has heard our Deed of the 10th of *December*, in the ſame Year, read already, but we having here the Leiger Book of the Church of St. *Pauls*, which cannot be made for a Turn, but was written at that time; we deſire the Style may be read there——— [*Which was done.*]

———But to go a little further to ſatisfie your Lordſhip that they are very likely to be forged, We ſhall give ſome evidence that this is not an unuſual thing with ſome People concerned in this Cauſe. The Witneſſes will name them to you, and give you an account of it. Swear this Lady and Sir *Charles Cotterel*. [*Which was done.*]

L. C. J. Well, what is it you call theſe Perſons to.

Sir *John Trevor*. To ſpeak plain, my Lord, we call them to give an account of my Lady *Ivies* forging a Mortgage from one Sir *William Salkhill* for 1500 *l.* of a Houſe in St. *Martins Lane*, to which forgery Mr. *Duffet*, that Ladies Husband was privy, and what benefit he ſhould have by it you will hear. Sir *Charles Cotterel* pray will you tell what you know of my Lady *Ivie* in this matter.

Sir *Charles Cotterell*. My Lord, that which I have to ſay is this; My Lord, I am Tenant to my Lady *Salkhill*, Sir *William Salkhill*'s Widow, in a Houſe in St. *Martins Lane*, and was ſo to her Husband a year and a half before he died. The Houſe hath been built backward, and the Garden ſide they kept to themſelves; But all the Houſe that was firſt built, I took, and have it ſtill. My Lord, my Lady *Ivy* did come to the Houſe about three months before Sir *William* died, parting from her Husband Sir *Thomas Ivy*, ſhe came thither as a Refuge, where ſhe had been before, and was received very kindly. He died, as I ſaid, about three months after, and my Lady then deſired to know how accounts ſtood between Sir *William* and her about monies he had lent her, and ſupplied her with. And upon the Account ſhe appeared to owe Sir *William* 96 *l.* ſhe then took 4 *l.* more out of my Lady *Salthills* mony, and told her, now Madam, I owe you 100 *l.* She had been entertained as a Gueſt there without paying any thing for it, and at his death ſhe continued with my Lady *Salthill* three quarters of a year after. And being there (as ſhe pretended) in great kindneſs to me, ſhe perſuaded my Lady and me, that the Leaſe of my Ladies Houſe ſhould be turned over to me in truſt for a Debt of fourſcore pounds that was owing to me by Sir *William Salkhill*. Said I to my Lady *Salkhill*, Madam I am in no doubt of my mony, I pay as much Rent as this in a Year and more, I can pay my ſelf that way, pary let not me meddle with any ſuch thing, Mr. *Duffett* will be perſuaded I intend to cheat them if I ſhould. But ſtill my Lady *Ivy* was at it, and prevailed upon my Lady *Salkhill* to preſs me to it. At laſt upon their importunity, ſaid I, if it be neceſſary for my Ladies ſervice, let it be done what you think fit. She therefore gave direction to Mr. *Sutton*, and he come to me, and I directed him to draw a Writing to turn over the Houſe to me as a ſecurity. He asked me how much my Debt was; Fourſcore Pounds ſaid I. Said he, I ſhould ſee my Lord of *Salisbury*'s Leaſe, to my Lady, for he muſt take ſome things out of it to draw this by. He did ſee it, and took as much by Note out of it as he thought fit, to make the other by. Then a Writing was drawn, this was in *June* 1670,

or

of 1671. I am not certain particularly which, but ſhe brings this Writing, and my Lady *Saltbill* ſigned it by her deſire, and my Lady *Ivy*, and Mr. *Sutton* were both Witneſſes to it. About a year after I heard that ſhe ſet on foot a Mortgage of her own upon this Houſe from Sir *William Saltbill*. I wondred at it, becauſe when the Account was made up ſhe appeared to be in Sir *William*'s Debt; and I told thoſe that told me of it, I would believe it when I did ſee it. I was then informed the Writing was at *Malmesbury*. She after went out of Town, and comes back again in a little while, and this Writing, as I heard, was ſhewn to ſeveral perſons of my acquaintance that came to me and told me they had ſeen it, but ſaid I ſo have not I, but when I ſee it I will believe it. At laſt Serjeant *Weſt*, who was a Relation of mine, I married his Aunt, one day brought over this Writing to me, and told me he had got this Writing at laſt, and leave from my Lady *Ivy* to let me ſee it. I looked upon it, and there I did ſee at the bottom, where the Seal was, *William Salkbill*, and then I turned to look upon the Witneſſes names. No, ſays he, you muſt not ſee that, who are Witneſſes to the Deed, for my Lady *Ivy* made me promiſe, before ſhe let me have it to ſhew you, that you ſhould not ſee the Witneſſes names. Then ſaid I again, I have ſeen enough to give me ſatisfaction: I was a little the more confirmed that the thing was not a reality but fiction, and ſo I told him. My Lady ſaw that would not paſs, ſhe offered, provided Mrs. *Duffet*, my Ladies Daughter, might have the advantage of the Houſe to releaſe the matter.

L. J. C. Pray Sir, for how much was the pretended Mortgage.

Sir *Charles Cotterel*. For 1500 *l.* that Sir *William Salkbill* owed her, which I thought ſomewhat ſtrange ſeeing, as I ſaid, ſhe owed Sir *William* ſo much at his Death. At laſt I came to produce my Writing, (for ſhe told me I might give Mrs. *Duffett* a Right to the Houſe.) Now I had not read over the Writing made to me, but now when I came to look upon it, inſtead of a Mortgage for ſecuring my Debt, mine was a Deed of Sale from my Lady *Salkbill*, whereby the Houſe and the Leaſe from my Lord of *Salisbury* were ſold me for fourſcore pound, at which I was a little amazed. My Lady then was pleaſed to ſay I was a Cheat, tho' I had no hand in it, nor indeed would have had any thing at all done but upon my Lady *Ivy*'s importunity and my Lady *Salkbills*, I gave direction only for a Mortgage.

L. J. C. What was it that *Sutton* took out of my Lord of *Salisbury*'s Leaſe?

Sir *Charles Cotterel*. He was to take Notes to draw a Mortgage of that Leaſe by.

L. J. C. He got the Notes, tho' for ought I perceive, to draw another Mortgage by. A very Trick, it ſmells rank of the Knave.

Mr. *S. Stringer*. Pray Sir *Charles* did you ever pay any Mony by my Ladies Order.

Sir *Charles Cotterell*. I did lend my Lady *Ivy* 50 *l.* ſhe being in diſtreſs for mony, afterwards it was made up an 100 *l.* About *February* 71. it was made up 1250 *l.* and by agreement among them my Lady *Ivy* did relinquiſh that ſaid Mortgage ſhe had thus ſet on foot, and there was a Deed Tripartite made between me of the firſt, my Lady *Ivy* of the ſecond part, and ſome Truſtees for Mrs. *Duffett* of the third part, whereby the Revertion was given to Mrs. *Duffett*, and my Lady confirmed it, and gave my Lady *Salkbill* a Bond of 1000 *l.* in which Colonel *Gravener* was bound for her, that ſhe ſhould not trouble my Lady about the Houſe; yet notwithſtanding ſhe did afterwards write to Mr. *Duffett*, as I have heard, that ſhe would ſet it on foot again, and ſhe ſhould have half of what ſhe recovered.

L. C. J. The Inheritance of the Houſe it ſeems is in my Lord of *Salisbury*.

Sir *Charles Cotterell*. Yes, my Lord. Sir *William Salkbill* had the original Leaſe from my Lord of *Salisbury*.

L. C. J. What direction did you give *Sutton* about it?

Sir *Charles Cotterell*. To make a Mortgage only to ſecure fourſcore pound.

L. C. J. And what did he make? Sir *Charles Cotterell*. An abſolute Deed of Sale.

L. C. J. Was there no Proviſo in it to be void upon payment of mony?

Sir *Charles Cotterell*. No nothing but an Actual Sale for ſo much mony.

L. C. J. You ſay my Lady *Ivy* afterwards did relinquiſh her pretended Mortgage, pray had ſhe nothing for it.

Sir *Charles Cotterel*. Nothing that I know of, ſhe joyned in that Deed Tripartite.

Mr. *Williams*. What ſhould diſpoſe her to give *Mrs. Duffett* 1500 *l.* if it were really owing her.

L. C. J. Is that Mortgage here among your Writings Mr. Attorney?

Lady *Ivy*. Indeed, my Lord, I would have brought it if they had given the leaſt notice of what they now talk of.

Mr. *Att. Gen.* Sir *Charles Cotterell*, Do you know that my Lady *Ivy* forged that Deed?

Sir *Charles*

Sir *Charles Cotterell.* Not I, but it did appear to me to be no true Deed upon what I found and knew.

Lady *Ivy.* You muſt give an account for what you have ſaid here———

L. C. J. Nay, Madam, pray do not be in a paſſion: he has ſworn what he has ſaid here.

Lady *Ivy.* If he doth ſwear it, he is forſworn.

L. C. J. Nay, Madam, you muſt be more moderate in the Court.

Mr. *Williams.* My Lady thinks ſhe has occaſion to be angry, but it may be we ſhall give her more exerciſe for her Paſſion before we have done. Pray ſwear that Lady, Mrs. *Duffett.* Will you acquaint my Lord and the Jury what you know has been done by my Lady *Ivy*, or by her direction, in making and altering of Deeds.

Mrs. *Duffett.* My Lord, I did ſee Mr. *Duffett* Forge and Counterfeit ſeveral Deeds for my Lady *Ivy.*

L. C. J. Do you hear what ſhe ſays, Mr. Attorney?

Mr. *Att. Gen.* Yes, my Lord, we ſhall give an account of her anon.

L. C. J. Truly I hope I miſtook her, and did not hear right what ſhe ſaid. Pray Mrs. ſpeak it over again, and conſider well what you ſay.

Mrs. *Duffett.* I ſay, my Lord, I did ſee Mr. *Duffett* Forge and Counterfeit ſeveral Deeds for my Lady *Ivy.* The firſt thing that I do remember was in the Tryal between her Husband and ſhe Mr. *Duffett* did by her Order counterfeit a Bond from him to ſome third Perſon for 1000 *l.* and ſeveral Letters pretended to be written from Sir *Thomas* to my Lady *Ivy*, were counterfeit. The next thing that I remember; Mr. *Duffett* was writing upon a Parchment: I asked him what he was writing? He anſwered me, he was counterfeiting one *Glovers* Leaſe, by which my Lady would get many hundreds of Pounds, and for which he ſhould have 500 *l.* I deſired him to conſider what he did, for before that time he had been accounted a very honeſt man. Some time after that my Lady *Ivy* did upon a Pique to my Mother, my Lady *Salkbill*, ſet a-foot a Mortgage ſhe pretended to have of the Houſe in St. *Martins lane* for 1500 *l.* from my Father. She did once tell me ſhe had ſuch a Mortgage, as ſhe pretended real, but that it was drowned in a Trunk of Writings coming from *Malmesbury.* Said I, my Mother and Sir *Charles Cotterell* will not believe it if you do not let them ſee it. I am ſatisfied as to my concern in it, and would not have you proceed in it, for ſhe pretended ſhe did it for my advantage. But afterwards Mr. *Duffett* and ſhe did agree to make a Writing, in my ſight, of a Mortgage.

L. C. J. Was my Lady *Ivy* by when the Writing was made as you ſay.

Mrs. *Duffett.* She was by, giving him order how to make it, and what Ink he ſhould uſe to make it look old, and they forced me to make the Ink, and to fetch Saffron to put in it to make it look old.

Mr. S. *Stringer.* Now will be the time to ſhew my Ladies Letters.

L. C. J. Mrs. I would ask you one Queſtion by the way, whether while theſe things were doing at any time, any body did come in and give you any Interruption?

Mrs. *Duffett.* My Lord, Mr. *Duffett* and my Lady made me oftentimes ſtand at the Door (for we were but Lodgers) that no one might come and diſturb them, and I never remember any that came in thither but one Mr. *Sutton* an Attorney, my Lady's Attorney.

L. C. J. Did he ſee any of this done?

Mrs. *Duffet.* I cannot ſay he helped to do any thing, for when he came in they ſometimes ſent me out to ſee that no Body ſhould come upon them; and ſo what he did I cannot ſay. But he was let in when Mr. *Duffett* was counterfeiting for my Lady *Ivy.*

L. C. J. When was this, about what time? Mrs. *Duffett.* Of the Day, my Lord.

L. C. J. No, how long ago is it? *Mrs. Duffett.* It might be about 70, or 71.

L. C. J. You are my Lady *Salkbills* Daughter, I think, and married *Duffett.*

Mrs. Duffett. I did ſo, my Lord, I am her Daughter.

Mr. S. Stringer. Pray what did they do to the Deeds they made to make them look like ancient true Deeds?

Mrs. Duffett. For the making of the Outſides look Old and Dirty, they uſed to rub them on Windows that were very Duſty, and wear them in their Pockets to creaſe them, for ſome weeks together, according as they intended to make uſe of them.

Mr. Att. Gen. My Lord, as it happens we have that Deed ſhe talks of, called *Glovers* Leaſe, here.

L. C. J. Ay, I ſuppoſe you have ſuch a Deed; it is a Famous Deed in *Weſtminſter Hall.*

Mr. Att. Gen. Here it is, we deſire ſhe may look upon it. [*Which ſhe did.*]

Mrs. Duffett. As for this Deed, I cannot ſwear this is the Deed, there have been ſo many made by them. But he did counterfeit a Deed that he told me was one *Glovers* Leaſe.

Mr. Williams. Mrs. you were going on to tell how they did uſe their Deeds they made. Pray tell us how they uſed to lay them in the Balcony's, and all you know of the Art.

L. C. J. Ay, how was it?

Mrs. Duffett. When they had been rubbed upon the Window to make them look Dirty, and they were to paſs for Deeds of a great many years ſtanding, it was uſed to lay them in a Balcony, or any open place for the Rain to come upon them and Wet them, and then the next Sunſhine-day they were expoſed to the Sun, or a Fire made to dry them haſtily, that they might be ſhrivelled.

L. C. J. Is your Husband dead or alive? *Mrs. Duffett.* Dead Sir.

Mr. Att. Gen. How long has he been dead?

Mrs. Duffet. I was not at his Death with him, he died beyond Sea.

L. C. J. Was your Husband alive when *Mr. Johnſon*'s buſineſs was?

Mrs. Duffett. Yes, he was.

L. C. J. Yes, I know he was in Court, tho' I asked the Queſtion, I remember all that buſineſs.

Mrs. Duffett. I was ſubpœna'd in at that time, but my Lady *Ivy* would not let me ſwear.

L. C. J. Pray *Mrs.* what had your Husband for his pains?

Mr. Williams. Had he any ſhare of the mony lent by Sir *Charles Cotterell*?

Mrs. Duffett. My Lady *Ivy* gave him in my ſight 200 *l.* of Sir *Charles Cotterell*'s mony.

Mr. Williams. Do you know any body elſe that had any of that mony?

Mrs. Duffet. The Attorney had 200 *l.* of the ſame mony too.

L. C. J. What Attorny do you mean? *Mrs. Duffett. Mr. Sutton.*

L. C. J. Had he ſo, how come he to deſerve it?

Mr. Dobbins. Pray, Madam, what do you know of counterfeiting any Seals?

Mrs. Duffett. Mr. *Duffett* once had the Impreſſion of a Seal in his Hand, which he ſaid he was going to one *Mr. Dryden* to have it counterfeited, but I do not remember what the Seal was.

Mr. Williams. When the Deeds were written, how did he uſe to put the names to them?

Mrs. Duffett. I have ſeen my Lady her ſelf write ſome great Letters of the Names firſt upon other Papers, which Mr *Duffett* could not ſo well hit, and he has writ the reſt.

Mr. Williams. Can you tell the Names?

Mrs. Duffett. Truly I do not remember what Names.

Mr. Williams. We have another Witneſs who will give you an account of ſome Letters of my Ladies, which we ſhall deſire to be read. Swear Mrs. *Elizabeth Rycaut.* [*Which was done.*]

Mr. Att. Gen. She talks of *Glovers* Leaſe ——

L. C. J. She ſays ſhe doth not know whether that be the Deed, there were ſo many forged, Mr. Attorney. But ſhe ſwears thus, my Husband did forge a Writing he called *Glovers* Leaſe.

Mrs. Duffett. She had two or three Mortgages forfeited.

Mr. Williams. Come *Mrs.* where had you theſe Letters?

Mrs. Rycott. I had theſe Letters from *Mr. Duffett.*

Mr. Williams. Pray where had you theſe Bottles?

Mrs. Rycott. This is the Ink I ſaw Mr. *Duffett* write for my Lady *Ivy* with, at *Mrs. Le*'s Houſe at the Table in the Kitchin.

L. C. J. Who did he write for?

Mrs. Rycott. For my Lady *Ivy*, I did not know what they were that were written, but he ſaid they were forged; and with Ink out of theſe Bottles he ſaid he could make new written Writings look like Old ones very ſoon.

Mr. Williams. Did you ever ſpeak with my Lady *Ivy*; do you know her Hand?

Mrs. Rycott. I do not know theſe Letters to be her Hand, but *Mr. Duffett* gave me them as her Letters.

Mr. Williams. Sir *Charles Cotterell*, pray will you look upon them; you know my Lady *Ivy*'s Hand.

Sir *Charles Cotterell.* I do ſo —— they are all of a Hand, and I think they are my Ladies; I believe it truly.

Clerk. (Reads) This is ſigned *T. I.*

All the Letters were read.

Mr. Williams. Your Lordſhip ſees one of theſe Letters tells *Mr. Duffett* ſhe intends to let Sir *William Salkills* Mortgage on foot, and ſhould have half what ſhe recovered. If it were a true Mortgage, why ſhould ſhe give him half?

L. C. J.

L. C. J. They were very great together, that is plain, they were very Familiar. What were Mr. *Duffett's* Merits towards my Lady I cannot tell. Will you go on? it is late.

Mr. *Williams*. This is all we ſhall offer at preſent, till we have Occaſion further from them.

L. C. J. Well, what ſay you to this, Mr. Attorney?

Mr. Att. Gen. If they have done———

L. C. J. They have they ſay.

Mr. Att. Gen. Then may it pleaſe your Lordſhip, and you, Gentlemen of the Jury, I ſhall begin to anſwer their Evidence about the Firſt. They have produced ſome Argumentative Evidence out of many Records to convict our Deeds of Forgery. In truth, if they had not brag'd of this very thing, it had been a ſhrewd Objection, becauſe we could not have been prepared to have given an anſwer to what we could not have foreſeen, we ſhould have been accuſed of. But upon their Boaſts they have put us upon the ſearch as well as they, and we can give as good an Account of it. They tell you they had their Hint from my Lord *Coke*, but that hint has lead them into a great Error, for he is miſtaken himſelf in the *Computation* of this Time, as he is in a great many other things.

Mr. *Bradbury*. I know he is miſtaken, but I depend not upon his Remarks of that time, I ſaid only I had the general Hint about detecting Forgeries from thence.

Mr. Att. Gen. But yet for all your Confidence of the Demonſtration, your Foundation fails: For, My Lord, to ſettle the Fact, we ſhall ſhew that the King of *Spain*, *Charles* V. who was likewiſe Emperor, reſigned his Crown the 25th of *October*, in the 2d and 3d Years of *Philip* and *Mary*. It is true, the Parliament Rolls, in the Title of them relating to the firſt Day of the Seſſion, there the Style that was uſed at firſt, could not be altered. But the Fact of their being the King and Queen of *Spain*, was ſo notorious to all the World, that we ſhall ſhew you in Multitudes of the Rolls of that Year the Style was in our Deeds; ſo that the Uſe might be various, but that will not prove our Deeds forged. It may be the Courts of Law might not take notice of it, as to alter the Style till *Trinity Term*, though we have not ſearched ſo far among them, but the common Conveyances which are upon Record in the Rolls, there it is altered. And as to the time of their becoming King and Queen of *Spain*, we have an Hiſtory that tells you the very Day when the King reſigned, which was the 25th of *October*.

L. C. J. I tell you, Gentlemen, methinks Mr. Attorney has been very fortunate to Day in giving very ſatisfactory Anſwers to two Objections: Firſt, they would quite deſtroy Mr. *Neale's* Title to this Land, by a piece of Evidence that they had never had but that Mr. *Neale* had bragged of it, and that was the Survey which with much Confidence of the Victory was produced, and yet, when it was ſo to me, it ſeemed the ſtabbingeſt Enemy the Defendants cauſe had, but that you are to have with you, and muſt Judge upon it. Now he tells you again, Mr. *Neale* has been a Blab of his Tongue, and could not keep the Secret to himſelf, but muſt brag that the Deeds were forged, for the Style of the Queen's Reign is changed; and by this bragging they have ſmoked the Buſineſs, and can ſhew Records for it. But now inſtead of Records, the Upſhot is a little louſy Hiſtory: Can that be an anſwer to thoſe great Numbers of Records brought by the other ſide? Is a printed Hiſtory, written by I know not who, an Evidence in a Court of Law?

Mr. Att. Gen. My Lord, beſides that, which we muſt ſubmit to your Judgment, whether upon ſuch a point of Fact in a foreign Country to be done ſuch a Day, a Foreigners Hiſtory not printed for this purpoſe, ſhall be a ſort of Evidence, but I ſay, beſides that, here is a Gentleman, Mr. *Clerk*, that ſearched the Roll, and he will tell you what they are in this point.

Mr. Clark. I did ſearch in the Rolls, and find many in that Year like theſe. And my Lord *Coke* is utterly miſtaken, he ſays it was not altered till the 4th and 5th Years of *Phil.* and *Mary*.

L. C. J. I care not what my Lord *Coke* ſays, but what the Records ſay, let us ſee them.

Mr. Clerk. I ſaw a great many in that Year.

L. C. J. Lord, Gentlemen, what do you make of us, to keep us here with I do not know what: Mr. Attorney he tells us that Mr. *Neale* was ſo great a Block-head to brag of this, and ſo we were prepared for an Anſwer; but all the Anſwer is, my Lord *Coke* is miſtaken, and there are many Records, but we have none of them, *Præmoniti, Præmuniti.* If he did brag ſo, and you knew it, and would not bring Records to wipe off the Objection, it is ten times worſe than if it had been anſwered only with the unexpectedneſs of it.

Mr. *Bradbury*. My Lord, I dare affirm that there are none of the Rolls of that Year ſo, till after *Eaſter-Term*———

L. C. J.

L. C. J. Lord, Sir, you muſt be cackling too; we told you, your Objection was very ingenious, but that muſt not make you troubleſom, you cannot lay an Egg, but you muſt be cackling over it. The Objection is now upon them, let them anſwer it if they can. Have you any of the Records here?

Mr. Sol. Gen. We have not, it ſeems, my Lord.

L. C. J. Then this muſt paſs unanſwered, and muſt be left to the Jury.

Mr. Sol. Gen. But, my Lord, they have gone a little farther in this Caſe, and indeed farther than becomes them I think, to lay Aſperſions upon my Lady *Ivy*, as if ſhe were frequently guilty of Forgery. And for that Sir *Charles Cotterel* ſwears that ſhe did pretend ſhe had a mortgage of a Houſe in St. *Martins-lane* for 1500 *l.* and this Mortgage he ſays he was told of by ſome that did ſee it, whereupon he did likewiſe deſire to ſee it, and without ſeeing of it, he declared he would never be ſatisfied of the Reality of the thing, and thereupon Mr. Serjeant *Weſt* brought it him, and he ſaw it, but was not permitted to ſee the Witneſſes Names, and thereupon he was more diſſatisfied than before about it. But if Sir *Charles Cotterel* had given any the leaſt Intimation of ſuch a thing, now we would have gratified them with a ſight of it in Court, where he ſhould have had his full view, for my Lady has it ſtill, and it is a true Mortgage, and for a real Conſideration. But he ſays this is releaſed, and ſhe did that as is ſuppoſed to ſuppreſs any Inquiry after it. But with Reverence to Sir *Charles Cotterell*, the Fact is otherwiſe. My Lady *Saltbill* pretended to a Debt from my Lady *Ivy* for Nine Years Diet for Four Perſons, and the Reckoning being made according to my Lady *Ivy's* Quality, was made ſo high, that it paid off the Mortgage: But he has the Deed ſtill———

L. C. J. But what ſay you to the Deed of Sale, and my Friend *Sutton's* Notes out of the Leaſe; and the Debt of 96 *l.* and 4 *l.* but a little before acknowledged by my Lady *Ivy*———

Mr. Sol. Gen. My Lord, in anſwer to that we ſay, he has been pleaſed to give it a great deal of Garniture, and as he is Maſter of the Ceremonies to adorn the Story with abundance of Flouriſhes of his own Kindneſs and Intereſts———

L. C. J. Mr. Solicitor, you are not to judge of that whether it be Flouriſh only or Subſtance, the Court and the Jury are the Judges of that, and truly I think it very material to the Cauſe. I aſſure you I do let the Dirt be taken off as it can, it ſticks very much, I muſt ſpeak my mind.

Mr. Sol. Gen. When I am over-ruled I acquieſce in the Judgment of the Court.

L. C. J. Pray, Sir, apply your ſelf to anſwer the Evidence.

Mr. Sol. Gen. So I do, my Lord, as well as I can. The next Witneſs is this Gentlewoman, Mrs. *Duffet*; ſhe ſwears that ſhe ſaw her Husband, Mr. *Duffett*, counterfeit many Deeds, ſhe does not particularize them: And here have been likewiſe ſeveral Letters read, that did import a Tranſaction and Correſpondence between my Lady *Ivy* and him.

L. C. J. Pray, Mr. Sollicitor, remember ſhe ſwears ſhe ſaw that Leaſe of *Saltbills*, and that called *Glover's* Leaſe.

Mr. Sol. Gen. My Lord, this Witneſs that ſwears this, is not only a Perſon unfit to be believed; but is contradicted by a Record, and for that, my Lord, it ſtands thus: Mr. *Johnſon* as is well known, had his Tryal for the matter about which ſhe now ſwears: For Mr. *Johnſon* on the behalf of Alderman *Ireton*, undertook to pay 500 *l.* to Mr. *Duffett*, to procure ſomebody to ſwear that the Deed called *Glover's* Leaſe to be forged. Upon this there was an Information exhibited in this Court againſt Mr. *Johnſon*, for Subornation; and upon full Evidence *Johnſon* was Convicted for his Endeavour. And the Record of that Conviction we have here, and deſire to have produced and read.

L. C. J. And I tell you, Mr. Solicitor, that is no Evidence in this Caſe.

Mr. Sol. Gen. Why, pray, good my Lord? Did not they here juſt now ſwear her?

L. C. J. But the Information put in by Mr. Attorney *Noy*, pray remember, was not ſuffered to be read, becauſe not againſt any of the Parties, but third Perſons.

Mr. Sol. Gen. But pray, my Lord, give me leave to apply it to the Objection here made in our Caſe to the Credit of our Deeds. They ſay it is ſuſpicious, becauſe my Lady *Ivy* uſed to forge Deeds, and particularly *Duffett* they ſay, did once forge for her *Glover's* Leaſe. Now to anſwer that, we come to ſhew that my Lady *Ivy* did not forge *Glover's* Leaſe, but there was indeed an Art uſed to perſuade *Duffett* to ſwear it forged, when indeed it was not, for which Trick, *Johnſon*, that was the Agent or Inſtrument, was convicted, and that Conviction is, I think, a good Evidence that it was not forged.

L. C. J. None in the World, Mr. Sollicitor, and that from the very Evidence that has been given in this Cauſe this Day: For it is plain, if you will believe this Woman (and I yet ſee no cauſe to the contrary) that ſhe was coming into the Court to have ſworn the Truth, which would have perhaps cleared *Johnſon*, but my Lady *Ivy* would needs keep her

her away. Now if *Duffett* were ſo great a Rogue as to forge, he would not ſtick to ſwear to protect that Forgery; and then how eaſy a thing was it, had *Johnſon* been the greateſt Saint in the World, to have got him convicted upon what *Duffett* came to ſwear againſt him, though had ſhe come then in, *Duffett* would have appeared one not at all fit to be credited.

Mr. Sol. Gen. My Lord, I have then one thing more to offer, I cannot tell indeed whether it be material, for it ſeems I have been ſo unhappy as to offer ſome things that have not been thought material———

L. C. J. You have ſo indeed, Mr. Solicitor, I muſt ſpeak the Truth, there have been ſeveral things offered as Evidence, which in another cauſe and Place would not I am ſure have been offered.

Mr. Sol. Gen. My Lord, I ſubmit what I offer for my Client to the Judgment of the Court. But that which I would ſay now is this: We have here the Husband's Oath concerning this matter, that this Woman who now takes upon her to ſwear theſe Forgeries and things, told him ſhe could have 500 *l.* if ſhe would ſwear againſt my Lady *Ivy*.

L. C. J. Is that Evidence againſt the Wife?

Mr. Sollicitor. He is now dead it ſeems, but here is his Oath.

L. C. J. Pray conſider with your ſelf, could the Husband have been a Witneſs againſt the Wife about what ſhe told him upon an Information for that Offence of Subornation.

Mr. Sol. Gen. No, my Lord, I think not.

L. C. J. Could the Wife be an Evidence againſt the Husband for the Forgery?

Mr. Sol. Gen. No, my Lord, ſhe could not; and yet ſhe ſwears it upon him here.

L. C. J. That is not againſt him, Man, he is out of the Caſe, but againſt my Lady *Ivy*; and how can the Oath of the Husband be Evidence here.

Mr. Att. Gen. Cryer, call Mr. *Gibſon* to give an account of this Gentlewoman.

Mr. Sol. Gen. Suppoſe my Lord, that both Husband and Wife were brought as Evidence againſt my Lady *Ivy*, were that good?

L. C. J. Certainly that were very good.

Mr. Sol. Gen. Why then my Lord, one of them ſays, that ſhe ſaw ſuch and ſuch things done by Lady *Ivy*, and by him for her; and the other ſays, ſuch things were not done, but ſhe confeſſed ſhe could have 500 *l.* to ſwear they were done: Shall not this Evidence be admitted to contradict the other?

L. C. J. Why, good Lord, Gentlemen, is the Philoſophy of this ſo witty, that it need be ſo confidently urged? is it good Logick, that becauſe they both were good Witneſſes againſt my Lady *Ivy*, therefore either of them is a good Witneſs againſt the other? Shall the Husband's Oath be read againſt the Wife to fix a Crime upon her? Sure you do not intend this ſhould paſs for Argument, but to ſpend time.

Cryer. Here is *Gibſon* now, Sir.

Mr. Att. Gen. Swear him. [*Which was done.*]

Mr. Sol. Gen. We are not, now my Lord, examining what *Duffett* ſwore about Forgery or not Forgery; but is not this Confeſſion of hers an Argument againſt the Credit of her Teſtimony, who now ſays ſhe ſaw my Lady *Ivy* do ſo and ſo, when ſhe has confeſſed ſhe could have Money to ſwear againſt my Lady *Ivy*.

L. C. J. But, Mr. Sollicitor, if you will not apprehend the Queſtion I cannot help it: is it not the Husband that ſwears againſt the Wife?

Mr. Att. Gen. Do you know that Gentlewoman there, *Gibſon*?

Gibſon. I have heard of her.

L. C. J. Nay, be not angry, Mr. Solicitor, for if you be we cannot help that neither. The Law is the Law for you as well as me.

Mr. Sol. Gen. My Lord, I muſt take the Rule from you now.

L. C. J. And ſo you ſhall, Sir, from the Court, as long as I ſit here; and ſo ſhall every body elſe, by the Grace of God. I aſſure you I care not whether it pleaſe or diſpleaſe: we muſt not have our time taken up with impertinent things, for I muſt ſay there have been as many offered in this Cauſe to day, as ever were in any Cauſe that ever I heard, and if all be not as ſome will have it, then they muſt be in Paſſion preſently. The Court gives all due Reſpects, and expects them.

Mr. Att. Gen. Have you any acquaintance with that Woman?

Gibſon. I have ſeen her a great while ago.

Mr. Att. Gen. What do you know of her? what Reputation is ſhe of?

Gibſon. I know nothing of her Reputation; I know ſhe was Mr. *Duffett*'s Wife.

L. C. J. And ſo do we, ſhe tells us ſo: What then?

Gibſon. I have ſeen her abed with Mr. *Frogmorton*, and ſhe told me ſhe had then a *Frog* in her Belly.

Mr. Williams. It ſeems then by having this Gentleman ſo ready, they were aware of this too: I ſuppoſe Mr. *Neale* brag'd of this too, or elſe the guilty Conſcience put them upon preparing for it. But yet I think they do us no great harm by it.

Mr. Att. Gen. You will give our Evidence an Anſwer I ſuppoſe by and by: But we will go on to the reſt of yours. As to the Bill and Anſwer in the Year 1629. In that of *John Stepkins*, it is ſaid, he makes the Bounds Eaſtward to be *Foxes-lane*: But it is plain, he that gives in that Anſwer was not acquainted with the Tranſactions of the Eſtate before his own time. And if you conſider the time of that Anſwer, there was near Fourſcore Years then paſt ſince the Leaſe made, and ſo long it had been out of the Family rendering a Pepper-corn Rent, and ſo the profitable Intereſt was only the Four Acres ſurrendered to him by the Tenant, before the Licence to *Alien*. And it appears not that he had any Notice of the Reverſion. But I obſerve in the Anſwer there is one Paſſage remarkable: That there was a way time out of Mind that did part his Land and that which was reputed the Dean and Chapters Land. Now that doth not tie it up to make *Foxes-lane* that ſame way; but only ſays generally there was an old way which muſt be underſtood of the way down from *Cock-hill* to *Bell-wharf*: So that I take it that is no concluſion upon us. Nor upon the ſame Ground is that Leaſe made 13 *Jacobi* by *John Stepkins*, where he abutts his Land upon that Wall which is called *Wall-marſh-wall*, and covenants to have the Rent increaſed, if any thing beyond that be recovered. For there was near Threeſcore Years to come then of this Leaſe, and he had no pretence of Title to conteſt it at that time, and ſo the Verdicts are all anſwered that way, the Leaſe expired not till the Year 1680.

Mr. Sol. Gen. Then, my Lord, for the Survey that they produce of the late times by Order of the Committee of Parliament for Sale of Church-lands; how that ſhould give a Title, I do not underſtand. It is the firſt time I ever heard of a Particular of Dean and Chapters Lands to be an Evidence, when at that time there was no Dean and Chapter. But that which is a clear Anſwer to it is this; *Winterburn*, who had the Leaſe from the Church did alſo claim under *Marcellus Hall*, who had a Leaſe for Ninety Years: That in time expired in the Year 1640. That Intereſt being then determined he gets theſe put into the Survey (which it was his intereſt to do) as the Inheritance of the Church, which would gain him a Fee Simple upon his Purchaſe, he concealing the long Leaſe, and they being ſo long in Poſſeſſion, whereas otherwiſe he could only have an Eſtate for Years: and it appears all the Deeds were in his Cuſtody at that time; For the other Witneſſes that ſpeak to the Wall that we muſt leave to the Juries Conſideration upon the Ballance of the Evidence: For, with Submiſſion, my Lord, taking the Evidence as it ſtands together, if that Leaſe of *Marcellus Hall* be a good Leaſe, theſe ſeveral Conveyances we produce are ſupported and do explain that: He ſurrenders four Acres, which are the Lands that are afterwards conveyed to *Fox*, which is mentioned in the deed of his Surrender to be the Green Hilly Bank, and that was the Boundary of the four Acres, but what becomes of the other ſeven Acres and an half, they have given no account of it hitherto. But ſurely, my Lord, upon that firſt Survey, I take it, there is a ſtrong Evidence concurring with our Aſſertion, for that ſaith, the South Boundary of the Dean's *Lynches* is Wall Marſh, now then, if there be ſeven Acres to go forward from thence, that juſt reacheth up to *Cock-hill*. And all the other Bounds plainly concur with ours; and upon the peruſal of the Survey which it is conſented to on both ſides, the Jury ſhall have with them, I believe they will be ſatisfied our Bounds and that agree. Upon the whole Evidence I ſubmit it for the Defendant. We have done, my Lord.

Mr. Att. Gen. Only I would ask Mr. *Sutton* a Queſtion; whether the Bill and Anſwer now given in Evidence, were not given in in Evidence at the laſt Tryal.

Sutton. Yes, it was.

Mr. Att. Gen. And yet the Verdict went for us then, as I hope it will now.

L. C. J. Have you all done, Gentlemen? Will you ſay any thing for the Plaintiff?

Mr. *Williams.* No my Lord, we leave it to your Lordſhip and the Jury.

L. C. J. Then Gentlemen of the Jury, This Evidence has been very long; I think the Tryal has held us as long as any Cauſe that ever happened in *Weſtminſter-Hall* of this Nature; I mean, except one, this many Years. I think we met with but one in all our Books, that held near ſo long: That indeed was rather ſomething longer, the famous Cauſe of *Colt* in this Court, but beſides that, I never heard of a Cauſe of this length before.

But, Gentlemen, it is a Cauſe of Value, and a Cauſe of great Weight and Conſideration; it hath depended in the Evidence of it upon abundance of Circumſtances, ſo that it may be impoſſible for me to remember all the Evidence that has been given. But as near

as

as I can I will give you what Aſſiſtance I am able, in recollecting what has been ſaid on both ſides. Some of you I have obſerved have taken Notes, and that will ſave me and you ſome trouble; I will give you a Scheme fairly of that which is the Queſtion. And it will be very much more eaſe to you, becauſe you have had a View of the Matter, than can be thought I can make it by any Direction of mine.

The Queſtion in ſhort is, Whether ſeven Acres and an half of Land, now built upon to a very great value, as the Witneſſes ſay 2000 *l.* a year, lying on the Eaſt-ſide of the Lane that is called by the name of *Fox's* Lane, betwixt that and the Mill, called *Ratcliff Mill*, be part of the Marſh that formerly belonged to the Family of the *Stepkins's*; or whether or no that be not part of the Dean and Chapter of *Pauls* Inheritance. If it belong to the Dean and Chapter of *Pauls*, then the Iſſue is with the Leſſor of the Plaintiff; but if it be the Inheritance of the *Stepkins's*, and part of the Marſh-land, and was ſo according to the ancient boundaries, then the Iſſue is with the Defendant.

The Plaintiff comes and ſhews for his Title. *Firſt*, That this was all along enjoyed under the Church of *Pauls* Leaſes. *Knowles* who formerly did receive the Rents of the very thing in Queſtion till (77) before this Queſtion, ſays, in his Teſtmony, he received them in the Right, and on the behalf of Mr. *Neal*, who claims by Leaſe from the Dean of St. *Pauls*.

That is not ſufficient to maintain his Title, but they come and ſhew the Original, and in point of time 5 *H.* 8. they ſay that one Dean *Collett* made a Leaſe of the Lands in Queſtion for 45 years. And to prove this, a Book is produced to you, wherein there is a ſhort Entry made which takes no notice at all of any thing more, but that there was ſuch a Leaſe of a Mill in *Shadwell* with the appurtenances. But upon their producing that Writing, it is found to be a Paper Writing, and there was an Objection, and a material one, made upon the Face of the Thing it ſelf. For there were two places that ſeemed to be ſuſpicious as made directly to humour an Evidence of ſuch a Leaſe in 5 *H.* 8. having Dr. *Collett's* name inſerted, who hapned to be Dean of *Pauls* at that time: Whereas *Nowell* was originally the Name that was ſet there, with the ſame hand that the other part of the Writing was. Thereupon it came to be enquired into, how it came to paſs that *Nowels* Name was ſtruck out and *Collets* put in. That ſeemed to inſinuate, as if this was contrived on purpoſe to ſhoar up an Evidence, and humour the time. For it could not be imagined, that *Nowell* ſhould come to be Dean when that Leaſe was made, who was not Dean till ſo long after, in Queen *Elizabeths* time as I take it. Now had this Objection met with this Book alone, it would have made the Evidence Lame, and they would have been thought to have ſet an ill Leg forwards. But to take off that, they come after and ſhew a Parchment Scrole, which takes notice likewiſe of ſuch a Leaſe: And their Officer *Spencer* ſays he had ſeen that Scrole many years, and ſo it could not be a new thing for this purpoſe. It is an old Rental, or ſome ſuch thing, in time in ſome ſhort time after, where is mention made of a Leaſe by Dean *Collett*, 5 *H.* 8. for 45 Years, which humours the time exactly, and ſupports the Credit of the other Evidence. This is that they give as an Anſwer to that Objection. It might be a miſtake as to the Name, but this will ſhew that it was not a contrived matter for this purpoſe.

The next Peice of Evidence they go to is 5 *Ed.* 6. and for that time they come and produce Leaſes, thoſe that are at leaſt in Law evidences of Leaſes, and thoſe are the Church Books, Ancient Books that have been always read and allowed for Evidence. And thereby they ſhew that one Dr. *May*, then Dean of St. *Pauls*, *viz.* 23 *Feb.* 5 *Ed.* 6. did let the Lands in Queſtion to *Joan Hall* and *Marcellus Hall*, and he let it as the Dean and Chapter of *Paul's* Lands for 45 years at the Rent of 10 *l.* a year.

Then they tell you in the 2d and 3d of *Phil.* and *Mar.* 10 *December*, one *Deane Fecknam* takes notice of the former Leaſes, and lets it to *Marcellus Hall*; and that is for 90 years, wherein there is the Old Rent taken notice of, and ſome Increaſe made: And there is in that Leaſe a Covenant to repair the Mill, and that has given a Riſe to ſomething that makes part of the preſent Queſtion, which they that are for the Defendant call a Licenſe to remove the Mill. You Gentlemen will have the Deeds with you, and are to judge of them.

The Leaſes from 5 *H.* 8. to this Dean *Fecknam*, are only Leaſes made for years, and by reaſon of theſe Leaſes for Years, and the long Leaſe which they pretend to, the Defendants Counſel inſiſt upon it, that they could not be let in to controvert the Plaintiffs Title, for the laſt Leaſe for 128 years from *Stepkins* to *Hall*, expired in time but in the Year 1680.

Now ſay the Plaintiffs Counſel (and they produce that which is very material in the Caſe) 5 *Aug.* 1636. This was then let to one *Mary More*, the Relict of one *Adrian More*, formerly the Aſſignee of the Leaſe that came from Dean *Fecknam* to *Marcellus Hall*. And there inſtead of continuing it a Leaſe for Years, he lets to *Mary Moor*, in conſideration of the former Leaſes, and turns it into an Eſtate for three Lives. So far then was the Dean of *Pauls* from apprehending himſelf to be but Leſſee for Years, that he takes upon him to create Freeholds, which only he that has the Inheritance can do.

They go on further, and tell you, That in 1640. the ſame Dean of St. *Pauls*, ſhe having ſold her Intereſt to one *Whitwick* and *Winterburn*, there is a new Eſtate made to them for three Lives. Theſe continue in Poſſeſſion under that Leaſe, till Mr. *Neal* purchaſed in their Intereſt; and his Grace of *Canterbury*, then Dean *Sandcroft*, he made another Leaſe to the ſaid Mr. *Neal* for three Lives, and there is a great Increaſe of Rent, 80 *l.* during the Life of one of the former Surviving Lives, and then to 100 *l.* Then comes the Leaſe made to the now Leſſors of the Plaintiff by this Reverend Divine that is here, now Dr. *Stillingfleet*, the preſent Dean of St. *Pauls* at yearly 240 *l.* And this is the ſubſtance of the Evidence firſt given by the Plaintiff: For his Title which is underneath that laſt Leaſe of Dean *Stillingfleet*, which they ſay is a good Title; and in caſe it doth appear that the Lands are the Inheritance of the Dean of *Pauls*, it is not controverted by the Defendants, but that the Plaintiff muſt have a Verdict for him.

But ſay they which are for the Defendants, this is not their Inheritance, but the Defendants; and to prove their Objection, they produce abundance of Deeds, of which, as well as I can, I will give you a punctual and particular account. For with all the faith and fidelity I can, I will give you the Subſtance of what has been ſaid on both ſides.

Firſt, It is not to be doubted, for it is beyond all Contradiction plain, there were 130 Acres of Marſh-land, Lands covered with Water, which one *Vander-Delf*, a Dutchman, undertook to Drain, and had an Act of Parliament made *Anno* 27 *H.* 8. to encourage him for his endeavours to drain it, giving him the one half. That Act of Parliament is produced, and it is there ſaid to be 130 Acres.

Now you are to take notice of the boundaries of this Marſh-land, as making the ſtate of this Queſtion. The Act of Parliament bounds the Marſh upon the *Hermitage*, or ſuch a Mill, called *Graſh-Mill*, upon the *Weſt*. It is bounded on the High-way, leading to *Ratcliff*, on the *North*, which is called *Ratcliff* High-way to this day; it is bounded to the River of *Thames* on the *South*, and it is bounded upon the Town of *Ratcliff* towards the *Eaſt*.

Afterwards in *H.* 8*ths* time comes in *Richard Hill*, who was owner of ſome part of this Marſh (*Vander-Delfs* moiety) and he in time 32 *H.* 8. became indebted to one *Salvago* and another, and there he comes and acknowledges a Statute to them for their Debt. And becauſe I would have you have all things before your view that were done at one time) in the ſame Year there is a Mortgage made of the Lands of *Richard Hill* (among which they for the Defendant apprehend are comprized the Lands in Queſtion (as Marſh-land) to *Salvago* for the payment of their mony:) and in that Mortgage the ſame words are made uſe of for the boundaries, as are in the Draining Act. This to derive their Title, they produce to ſhew, that there was ſuch an Ownerſhip, and ſuch a Mortgage.

Then they tell you that 37 *H.* 8. the ſame *Richard Hill*, he goes and divides ſome part of theſe Lands, that is to ſay Eleaven Acres and a half, and that he conveys away by Leaſe for 34 years to *Marcellus Hall*, whom I name the more particularly, becauſe it is a Name that has been much canvaſſed, and gives a Countenance to the Title on both ſides. Now in that Deed whereby this is thus conveyed to *Marcellus Hall*, there is no notice taken particularly of the Eaſtern boundary to be the Mill, or the Mill-bank, or the Hilly-bank. Now ſay they, the Mill was juſt upon the Point, hard by that place that is called now by the name of *Cockhill*, and ſo that Boundary doth take in the thing in Queſtion, the ſeven Acres and an half, becauſe that Deed takes notice of the Mill Hilly-bank or Way.

In the next place they offer you this for Evidence, that in 6 *Ed.* 6. the ſame *Richard Hill* for 130 *l.* ſells his Land to *Thomas Stepkins*. And when it comes to convey the Inheritance to him, it is laid to be under the ſame boundaries, as are mentioned there bounded on the Hilly-bank or Mill-bank Eaſtward. Now, ſay they, that ſheweth plainly, that ſtill the Mill was the thing that was intended to the Boundary; and there being ſeven Acres and an half of Land between the Mill and the Weſtern bounds, thoſe ſeven Acres cannot be conſtrued to extend to a Mill with the Appurtenances, but rather it is to bound upon the Mill and include the Lands, then to have the Lands go with the Mill.

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They proceed further and ſay, that *Tomas Stepkins* the ſame Year did for 50 *l.* let this to *Marcellus Hall*, for 128 years at a Pepper-corn Rent, which Leaſe expired but in 1680. and till now we could not come to litigate that Matter, becauſe he had made ſuch a Leaſe. But then I am to take notice by the Way, and ſo muſt you into the Bargain; there is another boundary made there, abutting on the Well there, called *Shadwell*, and the way leading from *Shadwell* to the *Lynches*.

After this they come to tell you further, that *Marcellus Hall* 22 *December*, 2 and 3. *Phil.* and *Mar.* let a Leaſe to *Carter*, and that was for 20 Years. Now you are to take notice that in this Leaſe of *Carters*, there is notice taken of a Mill, and about an Acre of Land thereto belonging, very carefully put in. And that ſay, they ſheweth that your Boundary could not extend to ſo much as ſeven Acres.

And to back that Evidence, they ſhew you a certain Survey, taken in Queen *Elizabeth's* time, concerning the Mannor of *Stepney*, which you are by conſent to have with you, and you will do well to conſider it well in your Peruſal of it.

And now comes the main Deed. Say the Defendants Counſel, it falls out that you are but Leſſee under *Marcellus Hall*, who was Leſſee under us, and was obliged in a particular Covenant, that he ſhould not let any part of this Land without the Licenſe of our Anceſtor *Stepkins*, who made him ſuch a long Leaſe. But it hapned he had a mind to let ſome part of this Land to the Dean of *Pauls*, from whom he had a Leaſe of the Mill. And accordingly he had a Licenſe from *Stepkins* ſo to do, which, ſay they, is the reaſon why they come to lay claim to our Land. This they take notice to be in time, 16 *Nov.* 2 and 3 *Phil.* and *Mar.* When I muſt tell you by the Way, that the firſt Leaſe pretended by them to be made to *Marcellus Hall*, is the long one, 6 *Ed.* 6. by *Thomas Stepkins*; ſo that *Marcellus Hall* came to be Leſſee under the Dean and Chapter, before he had any Authority or Intereſt from *Stepkins*, nay before he had any *Leaſe* from *Hill*.

Mr. *Att. Gen.* My Lord, if your Lordſhip pleaſes to remember, *Marcellus Hall* did take firſt by Leaſe from *Richard Hill* in 37 *H.* 8.

L. C. J. Pardon me, Mr. Attorney, I did not Miſrepeat it; I ſay he firſt had a Leaſe from the Dean and Chapter.

M. *Att. Gen.* That was of the Mill only———

L. C. J. That is contented, and the very giſt of the Queſtion, Mr. Attorney, how much is comprehended in that Leaſe?

But to go on with the Defendants Evidence. Then in *Novemb.* 2 and 3 *Phil.* and *Mar.* is the Deed to *Roper*, of which I ſhall have occaſion to ſay more anon.

In 5 and 6 *Phil.* and *Mar.* comes *Jaſper Hill*, the Son of *Richard Hill* (the firſt Owner of the Land, and that entred into the Statute to *Salvago*,) he makes a Conveyance to *Macheline Stepkin*, *Thomas's* his Widow and *John Stepkin* his Heir, Mother and Son; upon which afterwards there is a Surrender made by *Marcellus Hall* to *John Stepkins*, Son and Heir of *Thomas*, of four Acres, which, ſay they, was not aſſigned with the other ſeven to the Dean of *Pauls*.

Then in 3 *Elizabeth*, purſuant to the Conveyance made by *Jaſper Hill* to the *Stepkins's*, there is a Fine and Recovery ſuffer'd, and 4 *Elizabeth*, a Deed to lead the Uſes of that Fine which are to *John Stepkin*, and his Mother, and the Heirs of *John*. But ſtill in all theſe Deeds and Conveyances, there is mention made of the Mill, Mill-bank, or Hilly-bank, or Hilly-way, to be the boundaries, and likewiſe of *Shadwell*.

After that they produce a Bond, wherein *Spinola* is bound to *Stepkins*, to take off the Statute entred into the 32 *H.* 8. by *Richard Hall*.

Then 14 *Elizabeth*, they produce a Commiſſion of Sewers, where notice is taken of the ſeveral Landholders of *Wapping-Marſh*, who were liable to make ſatisfaction for any want of Repairs or defects in the Marſh. There *Roper* is taken notice of as a Tenant, and one *James* and *Stepkins* too: and they do infer from hence, that *James* and *Ropers* Land is part of this, and was under *Stepkins*, and is enjoyed to this day under the Title of the *Stepkins's*.

They go on further, and tell you, that 15 *Elizabeth*, *Stepkins* became indebted to the Crown by taking a Tellers Debt upon him, and had a mind to ſecure the Debt, and therefore conveys his Land to the then Treaſurer, Attorney General and Soliciter General, to ſecure a great Sum of Mony, and this Land they would have to paſs among the Reſt.

Afterwards, 17 *Elizabeth*, the Commiſſioners ſit again, and there is a Return made of all thoſe that were Landholders, the ſame named before.

Then 7 *Jacobi*, was there a Re-grant out of the Crown, made to *Stepkins* of all his Land. Wherein generally ſpeaking the Bounds of the Land belonging to *Stepkins*, are called the *Mill-bank*, &c. This muſt, ſay they, of neceſſity take in the Lands in Queſtion, otherwiſe it is impoſſible that ſhould be the Boundary. And they make uſe of this further Argument; ſay they, We have taken a Survey of all the Lands, thoſe in Queſtion and the other Marſh-lands, from *Hermitage-dock*, *alias* St. *Katherines*, even to this Mill; and it doth juſt humour the Number of Acres in the Act for draining *Wapping-marſh*, that is to ſay, it makes juſt 130 Acres. All which they ſay plainly belongs to the *Stepkins's*.

Thy then come to examine their Living Witneſſes, and they have produced them in this Order as I name them. Their Witneſſes have been as they are in my Paper. One *Hughs*, and *Somerley*, and *Holmes*, and *Barefoot*, and *Cope*, and *Holwell*. And the ſubſtance of what they ſay is this: The Old Woman *Barefoot* ſays, ſhe has known the place in Queſtion this threeſcore and odd Years; ſhe remembers well the Scituation of it, and that the Water drove another Mill firſt, and did not come near to *Foxes-lane* by a Quarter of a Mile, but run more to the *North*. And this Land, ſhe ſays, was always reckoned to be *Stepkins's*, and ſhe never knew any one have any thing to do there but they. And in as much as there was ſome diſcourſe concerning a Well, ſhe ſays ſhe doth remember there was a Well between *Foxes-lane* and the Mill, and that was half a Mile off *Foxes-lane*, and was always called *Shadwell*. She remembers it ſo well, that if there were as many Wells as there are Pains in the Glaſs Window before you, that was the right Well, and there was no other Well called *Shadwell*, but that.

Then *Hughs* tells you, he remembred the Land before it was built upon, that at Common Ordinary Tides, the Water uſed to come up to *Foxes-lane*, and at High-tides over it; but the Land has been raiſed much higher ſince that.

Then *Cope*, he gives an account of his knowing it above threeſcore Years ago, and he in general ſays, he did not know how far Weſtward the Water went that drove the Mill; but *Foxes-lane*, he ſays, was the way from *North* to *South*, weſtward of the Mill, and he knew not any way Eaſtward of the Mill but *Foxes-lane*, for *Cockhill* is Eaſtward of the Mill. And much like to this was the Teſtimony of the other Witneſſes; which being done, they concluded with the Evidence of the Surveyor *Holwell*, about the admeaſurement. And this, as I remember or can collect, is the Subſtance of the Defendants Evidence before the Plaintiffs Reply.

And then as to that which was offered by the Defendants, as Evidence of the Boundaries, the Plaintiffs give this Anſwer; and it is that which will be the Pinching Queſtion in this Cauſe to all Eternity; whether or no, Mill-bank, or Mill-hill, or the Hilly-way, or whatſoever elſe it is called in their Old Deeds, be not that which is now called *Foxes-lane*.

Say they, *Firſt*, by your own Evidence, that ſame Ancient Survey that you produced, and which, by Conſent, you Gentlemen of the Jury are to have with you; there is notice taken of 130 Acres that belongs to the Marſh, there is notice taken of *Lynebes*, as belonging to the Dean and Chapter of *Pauls*. But then in the laſt Paragraph of the Back-ſide of the Leaf (ſo we call the ſecond ſide, for diſtinction ſake) you will find this taken notice of; Which ſaid Marſh doth bound on the Lands hereafter mentioned on the *Eaſt*. And what are the Lands thereafter mentioned. Theſe you will find, *Item*. holden by the Dean and Chapter of *Pauls*, one Meſſuage called *Derrick hills*, another Tenement called ſo and ſo, and ſeveral Orchards, Gardens and Ponds, *&c.* and a Water-mill thereunto belonging. So that there was on the Eaſt-part of the Marſh-Land, Orchards, Gardens, a Meſſuage, a Tenement, Waters, Ponds, Fiſhings, and a Mill, and ſeveral other things. Now if in caſe the Eaſtern Boundaries of the Marſh came up to the Mill you ſpeak of, how comes it to paſs, that you your ſelf in your own Survey, make the Eaſtern bounds to be upon theſe Lands, and all theſe belonging to the Dean and Chapter of *Pauls*. And when they come to read the Particulars of what belonged to the Dean and Chapter, that Survey bounds to the Dean and Chapters Land upon the Marſh-land. You that have been upon the View may the better underſtand it; and you ſee the Eaſtern part of the Mill was the Waſt-ground, and made a Lane to carry down Ballaſt, as the Witneſſes ſay. This doth juſt humour all the Old Boundaries.

Nay to ſhew that this is really ſo, they ſay, That in time, in the Year 1615. there was an Action commenced before my Lord Chief Juſtice *Coke*, when he ſate in this Court, wherein this Controverſie aroſe. *Fox*, who was as well Tenant to the Dean and Chapter of *Pauls*, as he was to *Stepkins*, he comes, and he builds upon that old Wall, called *Wall-*

Wall marſh-wall, which begot a Conteſt betwixt *Stepkins* who was the Anceſtor of my Lady *Ivy*, and this *Fox*, and upon that Conteſt this was the Queſtion, Whether there had been any Incroachment upon the Marſh? Not but that the Wall was reckoned even by *Stepkins*, to be the Boundary, though running as *Stepkins* ſaid, Twenty Foot into the Eaſt part of the Marſh; and there *Stepkins* was nonſuited. Afterwards it came into the Common-Pleas, and there there was a Verdict whereby it was ſetled that the whole Wall belonged to the Dean and Chapter of *Pauls*.

But afterwards Mrs. *Moor*, the Leſſee of the Church would not be quiet with this, but exhibits a Bill againſt *John Stepkins*, and others, and to ſettle the Boundaries, becauſe he pretended Incroachments upon his ground. They therefore require him to aſcertain the matter upon his Oath: He in his Anſwer confeſſeth he had heard of the Verdict before-mentioned, but knew nothing of it himſelf, but when he comes to ſet forth the Boundaries, he is ſo far from taking Notice that the Boundaries take in the Lands in queſtion, that he tells you there was an ancient Bank which was the ordinary Bounds between his Land and the Land of the Church; and this is a High-way, a common High way. But it was true as he believed they had incroached, though ſuch a Verdict and Nonſuit were obtained by them. Not that ever he pretended to any thing on the Eaſtern part of that Paſſage or Bank (called *Foxes-lane*) but he pretended to Twenty Foot on the Weſtern Part of it as an Encroachment.

They ſay further too, that notwithſtanding all this, *John Stepkins* was not ſo confident of his Title to even thoſe Twenty Foot on the Weſt part, but that he comes and makes a Bargain with another Man, I will lett you this Eaſt part of the Marſh-land, and if I recover any of the Wall you ſhall pay ſuch a Rent for it; but if not, you ſhall hold it as you did before. So jealous he was of his Title, even to that which he thought was incroached upon.

And they fix it thus to humour and explain the Particulars mentioned of Orchards, Ponds, Gardens, *&c.* for here were a great many Sluces and Cutts for the Water to be received in, and ſo all may well be comprehended under the Name of a Mill with the Appurtenances, and that they ſay goeth a great way in the Queſtion. You are to conſider of it, Gentlemen.

Then they further ſhew, that whereas the other ſide ſurmiſe the Boundary to be *Shadwell* which they would have to be placed a great way higher, by the place called *Cock-hill*; here comes an Old Man that tells you he knew the place Sixty Years ago and above, and there was no other Well called *Shadwell*, but that which was where now the Church ſtands, and that is on the Weſt part of *Foxes-lane*. Now I muſt tell you upon the Evidence it is pretty ſtrong, becauſe he gives ſuch an account of it that it was bricked over, and a common Well to all People, which muſt make the thing very notorious; and he never heard of any other Well called *Shadwell*. It is true there might be a Spring on the one ſide of this Ground in Queſtion, and the other, you have heard the Evidence on both ſides, I muſt leave it at large to you.

Then to make the thing more plain, they offer to you that this was a Tide-mill, and not as the Defendant pretends an Overſhot-mill; and that is notoriouſly plain it is ſo, and it is againſt Senſe it ſhould be otherwiſe. Here was one that wrought at the Mill, and his Father before him Sixty Years: Nay, it appears that to have Water to drive an Overſhot-Mill in that Place muſt drown the whole Level, becauſe it muſt be raiſed ſo much higher than the Wheel; and if ſo, that ſtands higer than the place, were it raiſed never ſo high, of late called *Foxes lane*. But there were Tides that came within Twenty Foot of it. And you muſt give me leave to tell you, I underſtand ſo much of it, that a Tide-mill is never ſuffered to have the Water juſt ſwim up and back again, but they have Cutts to retain the Water a while that it may go the eaſier off. And ſo the great Number and length of the Cutts, and Ponds, and Ditches here, were but only Receptacles, and Baſins to receive the Tide, which did not riſe (as they tell you it ſhould not) above half the Wheel. The Nature of the thing it ſelf ſpeaks againſt what they would have it to be; and to ſtrengthen the Argument, they have called Five or Six, or more Witneſſes that have known it all along ſo to be: And yet this I apprehend the other ſide take to be their moſt material Point to make it Marſh-ground.

But the Council for the Plaintiff ſay this further to you; They have a Survey taken in *Oliver's* Time, which they produced, but were oppoſed by the Council of the other ſide, and I muſt confeſs I did wonder to hear the Objection, that it was ſtrange this ſhould be ſurveyed as Dean and Chapters Lands, in a time when there were no Deans and Chapters; whereas it was ſurveyed as that which was ſo, while there were ſuch things as Deans

and

and Chapters, and it was in order to be ſold as ſuch. And upon my Word, if the Lands of the Dean and Chapters Inheritance were no bigger than the Defendant would have them there was a good round Summ paid to the State for the Mill only, but alas, you have a Witneſs that tells you (there being in the Survey mention of one *Craven*) that there was a *Craven* on the Eaſt part of the Ground, that had a large Orchard and Garden, and Ground. And upon this Purchaſe made by *Winterburn*, who was Leſſee of the Church, the Plaintiffs Council do raiſe a very conſiderable Argument that this was the Churches Inheritance: For, ſay they, Why ſhould *Winterburn* that a Leaſe in being which would have continued him to be ſure in Poſſeſſion, and that too before all theſe Houſes were built, (for they talk all the fine Houſes were built ſince the King came in) give 9500*l.* for the Inheritance under the Title of the Dean and Chapter if he knew (as he muſt if he had the long Leaſe in his Poſſeſſion (and ſo *Knowles* ſwears he had) it was not theirs, and he himſelf had a Leaſe for Thirty Years, to come under a trivial Rent of a Pepper-Corn. Eſpecially conſidering that thoſe times ſold lumping Penny-worths of other Peoples Lands.

But then they come to the laſt point of Evidence, and that you muſt very narrowly obſerve and weigh. Say they becauſe you depend ſo much upon *Carter's* Leaſe which takes notice of ſuch and ſuch Boundaries, and alſo that of *Roper*, which you pretend to be made at ſuch a time, theſe we ſay are forged. And for it they give this Evidence.

The firſt part is a natural legal Evidence, and a proper Evidence in things of this Nature, to detect a Forgery; an Evidence that we learn out of our Books of Law; and it is an argumentative one. If you produce Deeds made in ſuch a time, when ſay you ſuch Titles were uſed, and ſuch Prefaces made to them in their Preambles, when indeed there were no ſuch Titles uſed at that time, that ſheweth your Deeds are counterfeit, and Forged, and not true Deeds. And there is *Digitus Dei*, the Finger of God in it, that though the Deſign be laid deep, and the Contrivance ſculk, yet Truth and Juſtice will appear one time or another; and though they may put ſome Gull upon Juſtice for a while, yet it will in time be diſcovered to the Confuſion and Shame of the Undertakers. Say they, you have taken wonderful Care to have both Deeds carry the ſame Flouriſh at the top of each of them, you call *Philip* and *Mary* King and Queen of *Spain*, and both *Sicilies*, and you put *Burgundy* in the Ducal Style before *Millain*, this is the Language of both Deeds, but that ſheweth them not to be true Deeds that carrieth Forgery in the very Face of it; for *Philip* and *Mary* never came to write themſelves King and Queen of *Spain* and *Sicily* till *Trinity-Term*, in the Second and Third Years of their Reigns; whereas your Deeds bear Date in *November* before. Till *Trinity-Term Naples* was a Kingdom, and they were but Princes of *Spain* and *Sicily*. And beſides, they uſed always before that time to put *Millain* among the Dukedoms firſt before *Burgundy*.

For Inſtances and Proofs of this Objection, they ſhew you the Titles of the Acts of Parliament in that Year, in *October*, *November*, and *December*; they ſhew you the Fines levied in *Hillary Term*, and *Eaſter-Term*, and *Trinity Term*; till which Term the Records of the Kingdom of Fines and Recoveries bore all the old Style, and ſo do the Conveyances enrolled and not enrolled of that time. And with great Bravery they challenge the Defendants Council to ſhew any one Conveyance or Record (except thoſe of your own making) that is otherwiſe. And as a further Evidence they ſay, we have ſome Leaſes entred in our Books, and ſo not calculated for this purpoſe, which have no other than the Old Style of the King and Queen.

And in truth this is a material Evidence to prove theſe to be forged Deeds: and it is made the more material by this Circumſtance which Mr. Attorney was pleaſed to mention, and that is the Notice they had from Mr. *Neale's* bragging of this very Objection to their Deeds, and yet they ſhould not come prepared to give it an Anſwer. And I muſt deal plainly with you, that very one thing makes it an Objection of very great Weight and Moment.

But ſtill, ſay they, beſides all this Evidence we ſhall go a ſtep further, and evince the likelihood that theſe Deeds ſhould be forged, for your Client, the Defendant is apt to forge Deeds. And to prove that we produce this Evidence.

Firſt of all, Sir *Charles Cotterel* gives you an account of a long Story which doth not only reach the Defendant, my Lady *Ivy*, but it looks very bad upon my Friend *Sutton* too, who, if Sir *Charles Cotterel* ſwears true, is a very Knave. Now Sir *Charles Cotterel*, though he does not ſwear he ſaw her Forge the Mortgage ſhe pretended to from Sir *William Saltbill*, yet he gives a ſhrewd Evidence to make it untowardly ſuſpicious: For he tells you upon

Sir

Sir *William's* Death, my Lady *Ivy* was ſo far from pretending to any Debt from Sir *William*, that upon Accounts ſtated between my Lady and her, ſhe was indebted to Sir *William* 96 *l.* which upon her parting from her Husband, and being under great Want, Sir *William* had lent her, beſides his relieving her otherways: And, ſays Sir *Charles Cotterell*, I was preſent when ſhe took 4 *l.* more of my Lady *Saltbill's* Money, and then acknowledged her ſelf to owe my Lady 100 *l.* After this, my Lady *Ivy*, without the ſeeking or intreaty of Sir *Charles Cotterell*, comes to him, and, ſays ſhe, Does not my Lady *Saltbill* owe you Money? Yes; ſaid he, ſhe does fourſcore Pound; but I live in her Houſe, and can ſoon eat it out in Rent. But, ſays my Lady *Ivy*, ſhe has a mind you ſhould have the Houſe made as a Security to you. Good now how comes my Lady *Ivy* to be ſo concerned for Sir *Charles Cotterell's* Security, when he was not concerned for himſelf: Nay, and why ſhould ſhe be ſo earneſt to have him have a Security upon that Houſe, which if it were true, was Mortgaged before to her ſelf. If her Mortgage were a true one, this Practice carrieth no great Face of Honeſty or Vertue in it, I muſt needs ſay, I crave leave to make that Obſervation by the way. Ay, but into the Bargain, when Sir *Charles Cotterell* yielded to her Importunities, Mr. *Sutton* is the Man that muſt be intruſted to draw the Writing, and to that purpoſe muſt ſee my Lord of *Salisbury's* Leaſe, who is the Head Landlord. What needed that? I ſuppoſe it was recited in my Lady *Ivy's* Mortgage before: But he muſt take Notes out of it, forſooth, to make over the Leaſe and Houſe as a Security to Sir *Charles Cotterell* for 80 *l.* And when it is brought as ſuch, knowing no otherwiſe, Sir *Charles Cotterell* takes it, and they two, my Lady *Ivy* and *Sutton* are Witneſſes to it. What it proved afterwards you hear, an abſolute Deed of Sale, and yet all this while, my Lady *Ivy* (who as Sir *Charles Cotterell* underſtood it, was indebted an 100 *l.* to Sir *William Saltbill*) has a Debt of 1500 *l.* owing from Sir *William* by Mortgage to her on the ſame Houſe.

Sir. *Charles Cotterell.* My Lord, I am ready to make it all good.

L. C. J. Firſt of all, I ſay, it was not well done if there were ſuch a Security for 1500 *l.* to perſuade Sir *Charles* to accept the Houſe as a Security for his Fourſcore Pound, without telling him of the Prior Mortgage. Then it is ſtrange ſhe ſhould acknowledge her ſelf indebted 100 *l.* upon her taking the Four Pounds from my Lady *Saltbill*, if ſhe had ſo great a Summ owing her. And what a ſlovenly Anſwer is that given by the Council for my Lady *Ivy*, that ſhe and others were called upon for Nine Years Diet? Whereas Sir *Charles Cotterell* ſwears ſhe owned her ſelf upon the Account indebted 100 *l.* and there was no bartering for Diet; but that ſhe had *gratis* for Three Quarters of a Year after Sir *William's* Death, as ſhe had it ſeveral times before.

And now, while it is in my Memory, I would remind you of one thing more, before we come to the other Witneſſes, there is a thing that to me cramps this Buſineſs very home upon my Lady *Ivy*: How comes it to paſs my Lady *Ivy* ſhould be ſo wonderful kind to my Lady *Saltbill's* Daughter, as to part with 1500 *l.* ſo ſecured, to have the Houſe ſetled upon her, without any Conſideration in the World that I can hear of? That is ſuch a melting piece of Kindneſs, that they would do well to find out ſome Flame to authorize it. It ſeems upon Sir *Charles Cotterel's* deſire to ſee this pretended Mortgage, and its being brought him by my Brother *Weſt*, who is now dead, ſhe was wonderful careful that he ſhould not ſee the Witneſſes to it, it was ſo precious and tender a thing: But, alas, it is all melted down and gone of a ſudden without any Conſideration at all whatſoever, and ſhe can readily join with Sir *Charles Cotterell* to ſettle this upon Mrs. *Duffett*, the Lady *Saltbill's* Daughter, and enter into Bond not to diſturb the Enjoyment.

Then there comes another Evidence, and that is the Gentlewoman, Mrs. *Duffett*, who it ſeems they would have to be a looſe ſort of Creature, but methinks ſhe has a good round Oath upon her Tongue; for ſhe does directly ſwear that ſhe was preſent, and ſaw Mr. *Duffett* her Husband Forge that very Mortgage Sir *Charles Cotterell* ſpeaks of, that my Lady *Ivy* directed it, and gave her order to put Saffron in the Ink to make it look old, that ſhe ſaw him writing in a Parchment, which he told her was *Glover's* Leaſe, and other things, and all for my Lady *Ivy*. Nay, ſhe tells you my Lady *Ivy* was ſo extraordinary an Artiſt at the managing of ſuch an Affair, that this Maſter-Workman, *Duffett*, was not ſo dextrous at it as ſhe; for he could not write the firſt great Letters of the Names that were to be put to the Forged Deeds, but ſhe did that her ſelf, and the reſt he did. How far ſhe is to be believed, I muſt leave to you, you hear what is objected againſt her about the Frog in her Belly, and I do not know what, whither that will take off the Credibility of her Teſti-

mony I leave to you. She doth give a very free and large Account how they uſed to order their Matters to make the Ink look Old (as I ſaid) they put Saffron in it; Then they rub'd the Outſides of the Deeds in Dirty Windows, and after that uſed to lay them in a Balcony for the Rain to come upon them in the Nights, and to dry them in the Sun, or by the Fire, to ſhrivel them up. And this ſhe ſays was their Method and Proceſs they uſed. All which the Plaintiffs Counſel urge to ſhew the Probability that theſe Deeds of theirs are forged.

Then they tell you, which is yet ſomewhat more to ſtrengthen her Evidence, there is a Woman, that tho' ſhe ſpeaks out of Mr. *Duffett*'s Mouth, and that can be no Evidence againſt my Lady *Ivy*, yet ſays, ſhe received from him a Parcel of Letters, which are ſworn by Sir *Charles Cotterell* to be all of my Lady *Ivies* own Hand-writing, which Letters have been read to you, and they ſhew a great familiarity between my Lady *Ivy* and Mr. *Duffett*, a great Care and Concern for the promotion of this *Duffett*, the Gentlewomans Husband, and of ſome Deeds that were likely to be thought New and Suſpected: and ſhe tells him at the latter end of one, that ſhe is ſollicitous till the trouble be over. But ſhe was reſolved to ſet on foot Sir *William Saltbill*'s Mortgage, and if that thing did go well he ſhould have half.

That ſupports the Credibility of the Womans Teſtimony, but beſides that there is another thing that looks very untoward, becauſe Mrs. *Duffett* doth directly ſwear that out of the 1000 *l.* paid my Lady *Ivy* by Sir *Charles Cotterell*, 200 *l.* was paid and given to her Husband, and Mr. *Sutton* forſooth had 200 *l.* more: For what ſervice, I wonder, muſt my Lady *Ivy* be ſo liberal to Mr. *Sutton* and Mr. *Duffet*? Let Mr. *Sutton* ſhuffle and rouze himſelf as he pleaſeth, it will ſtick upon him, and I muſt confeſs it looks untowardly his getting my Lord of *Salisbury*'s Leaſe, to pick Notes out of it, and then to have ſuch a Mortgage trumped up in this manner. It is very rank, I aſſure you.

This is the Subſtance of the Evidence that has been offered by the Plaintiff, to prove and induce you to believe theſe Deeds forged.

Now in Anſwer to this, they on the other ſide would offer that Sir *Charles Cotterell*'s Evidence is a ſurprize upon them; they ſay they have ſuch a Writing, and ſuch and ſuch Deeds, *Glover*'s Leaſe and *Saltbill's* Mortgage, but they are not prepared to give ſuch an Anſwer as they would have done, had they had notice. Here has been likewiſe great ſtruggling and ſtriving to have the Verdict read to overthrow Mrs. *Duffetts* Teſtimony, but that cannot be allowed to be given in Evidence between theſe parties. Then they would have read her Husbands Oath, he being Dead: but that is no point of Evidence at all neither; for in caſe the Man were alive, it would not be Evidence what he ſhould have heard his own Wife ſay. If both of them indeed had been here together, and teſtified againſt my Lady *Ivy*, it had been good Evidence, or they both might have teſtified for her. But by the Law the Husband cannot be a Witneſs againſt his Wife, nor a Wife againſt her Husband, to charge them with any thing Criminal, except only in Caſes of High Treaſon. This is ſo known a Common Rule, that I thought it could never have born any Queſtion or Debate.

This is the Subſtance of the Evidence on both ſides, as near as I can recollect it; ſave only that which indeed I ſhould have mentioned before the Defendant have produced an Exemplification of a Verdict obtained the laſt *Michaelmas* Term. To which they for the Plaintiff Anſwer, We were not prepared to anſwer your Deeds, which were very new, ſurprizing and unexpected to us: We have now given new Evidence that we never gave then, and it was a Verdict obtained by ſurprize: We now ſhew our Boundaries better than we could then, and ſo that they make to be the reſult of the whole matter.

Now upon the main, after this very long Evidence, tho' the Caſe has been darkened as much as ever any Caſe could endeavoured to be, and tho' the Event of it be a matter of conſiderable Value, yet the Matter of Fact is as clear as the Sun at Noonday; and a plain point of Fact it is, and muſt depend upon. If we do admit all their Deeds to be good Deeds, without any conſideration of the Forgery, *pro* or *con*; yet if the Mill-Ponds, Ditches, Orchards, Gardens, *&c.* can be taken to be ſeven Acres, then the Boundaries upon the Mill or Hilly-Bank, which may well be *Foxes-lane*, that will anſwer both the Deeds of the Plaintiff and of the Defendant. And tho' never ſo many Houſes be built upon it, it will ſignifie nothing in the Caſe. And that it is ſo, whereas the Defendants Surveyor ſwears, that 130 Acres will not be made up without the Lands in Queſtion; the Plaintiff has brought two Surveyors, that ſwear there is full

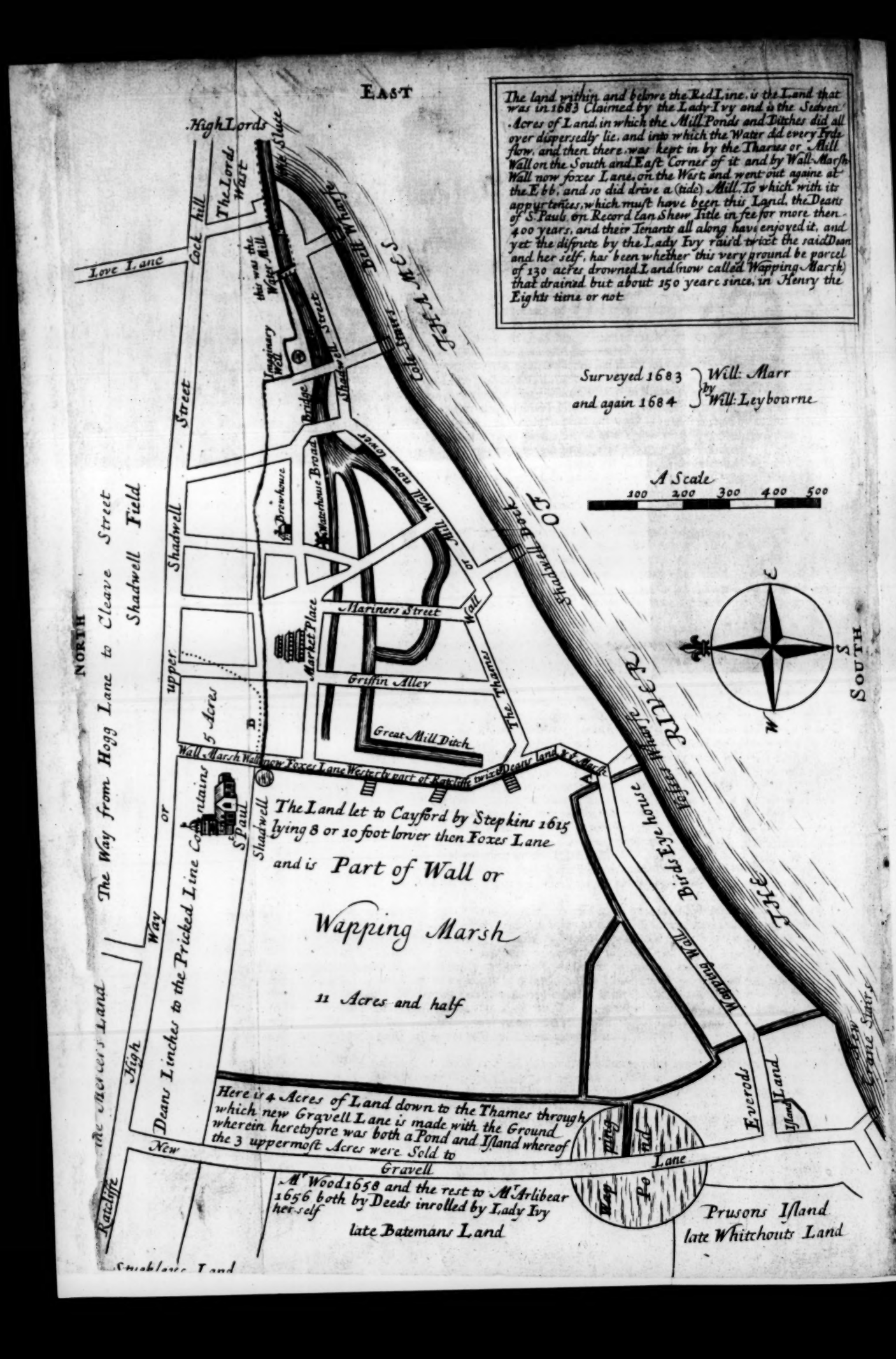
130 Acres and more without them. So you have two Surveyers on the one ſide, and one on the other, and you your ſelves have viewed it.

After this long Evidence, Gentlemen, you have had as good an account of the Subſtance of it, as I can by my Notes and Memory recollect. If any of the Gentlemen that are of the Counſel for the Plaintiff, or for the Defendant, do think I have omitted any thing that is material on either ſide, they have free liberty to remind the Court of it. you are the Judges of this Fact, whether this Land do of Right belong to the Plaintiff, or to the Defendant: And I leave it to your Conſideration.

After which the Jury withdrew to conſider of their Verdict, and the Court aroſe. That Evening the Jury gave in a Private Verdict before a Judge, and appearing the next Morning at the Barr, were called over, and demanded if they did abide by the Verdict they had given the Night before, to which they anſwered, yes; which being declared by the Secondary to be for the Plaintiff, the Jury were diſcharged.

Then a Motion was made by the Plaintiffs Counſel, that ſeveral Deeds produced by the Defendant, that were detected of Forgery, might be left in Court in order to have them purſued, and convicted of the Forgery. The Court upon debate of the Matter; and the Plaintiffs Counſel declaring they would proſecute an Information of Forgery, the Deeds of the 13th of *November*, and the 22th of *December*, 2 and 3 *Phil.* and *Mar.* were ordered to be left with the Clerk of the Crown till further Order, and in the mean time the Plaintiff to have Copies of them from the Clerk; and by Rule of Court a Tryal at Barr is ordered in *Michaelmas* Term.

F I N I S.


EAST
NORTH
SOUTH
The land within and before the Red Line is the Land that was in 1683 Claimed by the Lady Ivy and is the Seaven Acres of Land in which the Mill Ponds and Ditches did all over dispersedly lie, and into which the Water did every Tide flow, and then there was kept in by the Thames or Mill Wall on the South and East Corner of it and by Wall Marsh Wall now Foxes Lane, on the West, and went out againe at the Ebb, and so did drive a (tide) Mill. To which with its appurtences, which must have been this Land, the Deans of S. Pauls on Record can Shew Title in fee for more then 400 years, and their Tenants all along have enjoyed it, and yet the dispute by the Lady Ivy raid twixt the said Dean and her self, has been whether this very ground be parcel of 130 acres drowned Land (now called Wapping Marsh) that drained but about 150 years since, in Henry the Eights time or not
Surveyed 1683 } Will: Marr
and again 1684 } by Will: Leybourne
A Scale
100 200 300 400 500
High Lords
Love Lane
Cock hill
The Lords Wast
this was the Water Mill
Vinginary Well
Bridge
Shadwell Street
Shadwell
Shadwell Field
The Way from Hogg Lane to Cleave Street
Dock Street
Dock Mill Ditch
Dock Head
Warehouse Broad
Prewhouse
New Mill Dock
Mill
Mariners Street
Market Place
Griffin Alley
Great Mill Ditch
Wall
Thames Street
Wall Marsh Wall now Foxes Lane
Deans Lane
Ratcliffe
Ratcliffe Cross
Bird Eye house
Wapping Wall
Everods
Island Land
Crane Stairs
Thames River
Fosse
Chanwell Dock
Shadwell
St Paul
upper
or
Way
High
Deans Linches to the Pricked Line Contains 5 Acres
D
The Land let to Cayford by Stepkins 1615 lying 8 or 10 foot lower then Foxes Lane
and is Part of Wall or
Wapping Marsh
11 Acres and half
Here is 4 Acres of Land down to the Thames through which new Gravell Lane is made with the Ground wherein heretofore was both a Pond and Island whereof the 3 uppermost Acres were Sold to
New
Gravell
Lane
Mr Wood 1658 and the rest to Mr Arlibear 1656 both by Deeds inrolled by Lady Ivy her self
late Batemans Land
Prusons Island
late Whitchouts Land
the Mercers Land
Shadwell Land

1687.

Now in Perpetuam Rei Memoriam, *(and for that Cauſe this is printed) Note,*

THE Survey of the Mannour of *Stepney*, and on Record in that Court, by the Lady *Ivy* firſt (ſhe knowing that it would by the Dean be) produced, taken in and about the 25th *Eliz.* with Reference to other Surveys, above 100 years older, ſets out and deſcribes by it ſelf, the whole 130 Acres of Marſh, and Butts the ſame on the Lands of the Dean of St. *Paul's*, *London*, held of the Mannour of *Stepney*, towards the *Eaſt*, and that is on this very Land.

The Act for Draining the whole 130 Acres in *Henry* the Eighth's time, Butts the ſame *Eaſt* on the Town of *Ratcliff*, which is alſo on this very Land (every part of it) *Eaſtward* of *Foxes Lane*, having always been reckon'd in *Ratcliff*, and ever ſo named in all Leaſes and Deeds, till *Shadwell* was by Act of Parliament made a Pariſh, diſtinct from the Hamlet of *Ratcliff*, in or about 1670.

And it is to be Noted, That this Land *Eaſtward* of *Foxes Lane*, was alſo among other Surveyed, and Sold as Dean and Chapters Land in the late Times of Rebellion, in or about 1652. and was, and is all of it, (but juſt where the Ditches and Ponds were) 8 or 10 foot higher than the Lands *Weſtward* of *Foxes Lane*, which are allowed to be part of *Stepkins*'s Lands in the *Marſh*.

And beſides this 130 Acres of *Marſh*, ſo ſet out as in the Survey aforeſaid, the ſaid *Stepney* Survey ſets alſo out for the Dean.

Shadwel-Field by eſtimation 20 Acres, and Bounded as it really is, and 5 Acres of *Linches*, Bounded juſt as it lies.

And alſo (this Land as it follows deſcribed) a Tenement called *Derekin*, and one Tenement late *Pinſerns de Kenkell*, together with a Water-Mill, divers Tenements, Cottages, Manſion-Houſes, Orchards, Gardens, Ponds, Ditches, and Pitles, all lying together, Butting *South* on the *Thames*, and on *Wall*, (alias *Wapping*) *Marſh*, in part Marked A in the Map) and on the *Linches* in part (Marked B) and on *Ratcliff* High-way in part on the *North*, and on *Wall* (or *Wapping*) *Marſh* on the *Weſt*, and upon the *Lords Waſte* towards the *Eaſt*, held of the Mannour of *Stepney* freely, ever ſince *Richard* the Second's time, at 33 *s.* 3 *d.* $\frac{1}{2}$ *per annum* quit Rent, and the ſame is ſtill duely paid for it.

And yet the Claim made by Lady *Ivy* as aforeſaid, would take almoſt all this whole parcel away, and by that all the Ground wherein theſe laſt mentioned Tenements, Orchards, Gardens, Ponds, *&c.* belonging to the Dean, did moſt certainly lye, and are ſo exactly deſcribed in the aforeſaid Survey; and without which there could be no place there, to hold and keep Water to drive the ſaid Mill: And for the mending that matter, the Lady *Ivy*'s Counſel at the laſt Trial alledged, it had once been an Overſhot-Mill, and ſo did not want theſe Ditches and Ponds, to hold and keep Water to drive it withal; and the better to make that out, ſome Deeds were then given in Evidence, with Stile and Titles before them, which were not in uſe at the time of the date of thoſe Deeds, and ſo they were not believed, when produced, nor indeed is it ſenſe in any ſort to imagine that an Overſhot-Mill, (there being no Water would drive one) could in Nature have ever been there.

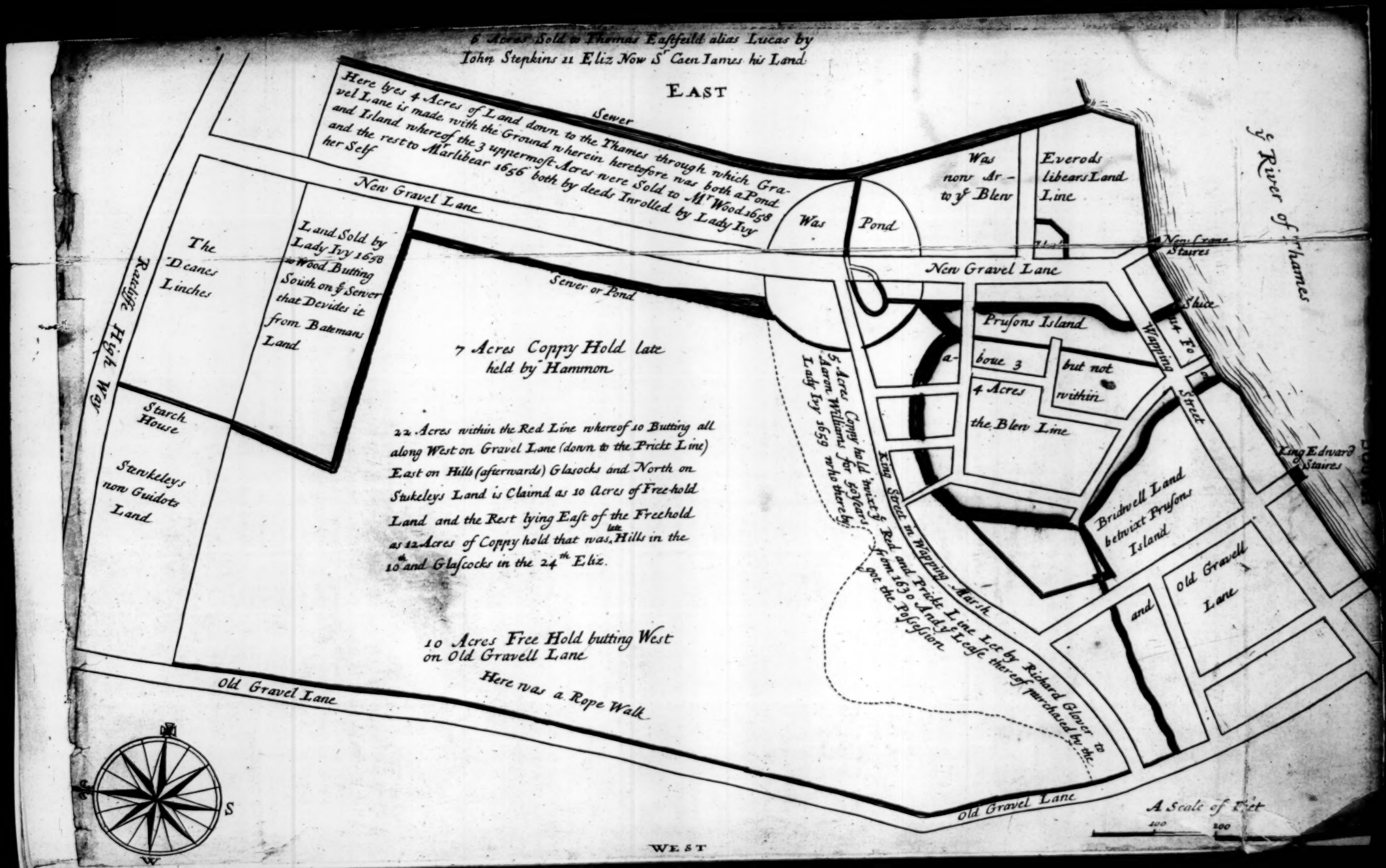
And yet Lady *Ivy* again would pretend to this Land *Eaſtward* of *Foxes Lane*, as parcel of *Wapping Marſh*, notwithſtanding all this, and a Verdict againſt her at a Trial in 1684. before the Right Honourable *George* Lord *Jefferies*, Baron of *Wemme*, the preſent Lord Chancellour, then Lord Chief Juſtice of *England*, and what was truly ſaid then (and may well be ſo again) againſt her new found Deeds, (the finder of which, as perjured, has already been Pillory'd for it) and notwithſtanding that her Grandfather *John Stepkins* Eſq; 16 *Aug.* 1615. did demiſe to one *Cayford* the three parcels of *Marſh*, lying next to, and *Weſtward* of *Foxes Lane* (which is held by that Leaſe till this day) and therein ſays, that it lies at the *Eaſt* end of *Wapping Marſh*, next towards *Ratcliff*, meeting *Eaſtward* on the old Wall, which divided the ſame from the Mill-Ditch (which lay juſt *Eaſt* of *Foxes Lane*). And the *Michaelmas-Term* following, the ſaid *John Stepkins* ſuffered a Non-ſuit in the *King's-Bench*, after an Ejectment by him brought againſt the Dean's Leſſee, for part (only) of *Wall-Marſh-Wall*, which he ſaid was encroached on the *Marſh*. And

In 1617. the ſaid *Stepkins* Claiming again the ſame thing, a Verdict on a full Hearing, and after a View, was in the *Common Pleas* given againſt him, and allowing the whole *Wall* to belong to the Dean of St. *Paul's*.

And notwithſtanding that her Father, *John Stepkins* Eſq; (in his Anſwer to a Bill preferr'd againſt him by the Churches Leſſee about 1629. then in quiet poſſeſſion of *Wall-Marſh-Wall*, but Claiming ſome Houſes *Weſtward* of *Foxes Lane*, and therein ſetting out alſo the Deans Title in Fee to the Mill, with its Appurtenances in *Ratcliff*, and to ſettle the Boundaries) on his Oath, had admitted that the Dean of St. *Paul's* was ſeized in Fee of the ſaid Water-Mill, with its Appurtenances (which was this very Land) and that *Wall-Marſh-Wall* did anciently lye between the Mill-Ditch and his Land in *Wapping*, and that the Lands of the Dean and Chapter are divided from his Land (and have been ſo time out of mind) by a common Way or Paſſage, and that was *Foxes Lane*, which ſhews that the *Marſh* (and ſo *Stepkins*'s Land) ended there, and that it was the Dean's Land that lay *Eaſtward* of *Foxes Lane*, *&c.* And alſo

Note, The aforeſaid Anſwer was peruſed and Signed by Sir *John Brampſton* deceaſed, Unkle and Truſtee to the ſaid *Stepkins*, and Executor to his Father, and who had the Cuſtody of the Writings which concerned that Eſtate, and is the pretended Witneſs to (the ſo much talkt off) *Glovers* Leaſe, being the Chief Deed that gives Colour to the Lady *Ivy*'s Title, to the *Batemans* and *Whichcot*'s Land, by her gotten in *Wapping*, and yet never was heard of, till (wanted in) 1675. and then luckily found, where Loſt, by Lady *Ivy* herſelf.

FINIS.


6 Acres Sold to Thomas Eastfeild alias Lucas by
Iohn Stepkins 11 Eliz Now Sr Caen Iames his Land
EAST
Sewer
Here lyes 4 Acres of Land down to the Thames through which Gravel Lane is made with the Ground wherein heretofore was both a Pond and Island whereof the 3 uppermost Acres were Sold to Mr Wood 1658 and the rest to Mr Arlibear 1656 both by deeds Inrolled by Lady Ivy her Self
New Gravel Lane
Was now Ar- to ye Blew
Everods libears Land Line
Was
Pond
ye River of Thames
New Crane Staires
New Gravel Lane
Sluice
Prusons Island
a- boue 3 4 Acres the Blew Line
but not within
Wapping Street
14 Fo
King Edward Staires
Bridwell Land betwixt Prusons Island
Old Gravell Lane
and
Old Gravel Lane
Ratcliffe High Way
The Deanes Linches
Land Sold by Lady Ivy 1658 to Wood Butting South on ye Sewer that Devides it from Batemans Land
Sewer or Pond
7 Acres Coppy Hold late held by Hammon
Starch House
Stewkeleys now Guidots Land
22 Acres within the Red Line whereof 10 Butting all along West on Gravel Lane (down to the Prickt Line) East on Hills (afterwards) Glasocks and North on Stukeleys Land is Claimd as 10 Acres of Free-hold Land and the Rest lying East of the Freehold as 12 Acres of Coppy hold that was late Hills in the 10th and Glascocks in the 24th Eliz.
5 Acres Coppy hold twixt ye Red and Prickt Line Let by Richard Glover to Aaron Williams for 50 Years from 1630 And ye Lease thereof purchased by the Lady Ivy 1659 who thereby got the Possession
King Street in Wapping Marsh
10 Acres Free Hold butting West on Old Gravell Lane
Here was a Rope Walk
Old Gravel Lane
Old Gravel Lane
A Scale of Feet
100
200
S
W
WEST

K with Precedy

The Lady Ivy

HAving thought fit some short time before *Easter*-Term, 1687. to cause to be printed and published a Paper, intituled, *An Abstract of the Title to the Lands in* Wapping-*Marsh, and other Places near adjoyning, belonging to the Mannor of* Stepney *or* Stebonheath, *called* Ewell, *alias* Tile-house; thereby making Title in general to more Ground (great part of it built) than the City of *London* stands upon; but particularly to none of the Lands in question. She affirms, That the 14th of *June* 1573. 15 *Eliz. John Stepkins*, one of her Ancestors, being indebted to the Queen as Surety for *William Patent*, in the 19th of *Eliz. Stepkins*'s Lands were Extended, and that therein are exprest most of the Lands mentioned in the Extent of 4 *Eliz.* taken out against *Richard Hill*'s Lands, upon a Statute entred into by him 32 *Hen.* 8. being 113 Acres, and particularly all the Lands now in Dispute; which is confidently affirm'd, but very untrue: for in the Deed from *Stepkins*, to convey all his Lands to the Queens Trustees, and in the Extent 19 *Eliz.* and the Lease from the Queen to *Alice Stepkins*, and the Release from King *James*, 7 *Jac.* to *John Stepkins*, all the particulars of *Stepkins*'s Lands are Enumerated, and the Tenants names, whereof there was but a few Acres lying in the Marsh mention'd as convey'd to Trustees for the Queen, and fifty Acres only Extended (being all they had) in *Wapping*-Marsh at that time, but not the least part of the Lands in dispute named, they being all that time (and long before and ever since) in other mens possession, under whom Sir *Anthony Bateman*, and the Trustees for *Rebecca Whichcot*, purchased.

And lest the World should by the said Paper be made to believe that the Lands in question were (as part of the Land then belonging to *Stepkins*) assigned to the use of the Crown, and there remained till 1609, and so must have been *Stepkins*'s Land at that time.

The Creditors of Sir *Anthony Bateman* have thought fit to print so much of their Title as remains on Record, to Ten Acres of Freehold, and Twelve Acres of Copyhold Land, as have also the Heirs of *Rebecca Whichcot*, to above Three, and not exceeding Four Acres, all lying in *Wapping*-Marsh, and desire the Readers to take notice of the Boundaries in the old Deeds by which this Land is described, exactly answered by the Lands in dispute: And that several of the Sales made (on Record) of the Freehold, and Surrenders (also on Record) of the Copyhold, were made during the time that the Estate of the *Stepkinses* did remain in the Crown, and so cannot be reasonably thought to have been any part of that Land.

The Creditors Title to Ten Acres of Freehold Land.

John Nelthorpe, and *Elizabeth* his Wife, Daughter and sole Heir of *John Starkey*, conveys by Deed enrolled to *Richard Sleford* and his Heirs, all those Ten Acres of Marsh-ground, with its Appurtenances, in *Wapping*-Marsh in the County of *Middlesex*, between the Lands late of *Jasper Hill*, and *Gravel-Lane*, on every part. *27 July, 10 Eliz. 1568.*

These Lands lye butting on one side on *Gravel-Lane*, and on the Copyhold late *Hill*'s on the other, *Jasper Hill* being the man that last surrendred the same, even to one of the *Stepkinses*, but the 4th of *Eliz.* before, as appears by Copy of Court-Roll on Record, 5 *Eliz.* 1563. *Note.*

A Fine by *Nelthorpe* and his Wife, pursuant to the Deed.

Richard Sleford sells the same Ten Acres to *Henry Tailford*, but butts it (as it did at that time) *West* on *Gravel-Lane*, *Eastward* on *Glascock*'s, and *North* on *Stukeley*'s Land. *12 Oct. 24 Eliz. 1582.*

The Land late *Hill*'s, was 23 *Eliz.* surrendred to *Glascock*, as appears by the Copy; and that the *North* Buttal was on *Stukeley*'s Land, appears by the Sale *Stukeley* made of Land lying *North* of it, 4 *Jacobi* enrolled. *Note.*

There

Note. There are two *Gravel-Lanes*, one called *Old Gravel-Lane*, the other *New Gravel-Lane* (between which all the Land now in queſtion does lye) but that *Old Gravel-Lane*, on which theſe Lands Abutt Weſt, was the *Gravel-Lane* meant by theſe Deeds, is plain; for that *New Gravel-Lane* was a Rope-Walk long ſince the memory of many alive, and ſold by Lady *Ivy* her ſelf, with the Land on each ſide of it, to *Brian Harriſon*, Truſtee for *William Wood*, by Deed enrolled, Dated the firſt of *July* 1658. by the Name of Three Acres, heretofore uſed for a Rope-ground, and now converted into a Street called *New Gravel-Lane*.

Henry Tailford had a Daughter who was his Heir, and married *John Croſſe*, who ſo became ſeized thereof.

34 & 35 *Eliz.* A Recovery *per Croſſe* and his Wife.

Trin. 43 *Eliz.* 1601. *Croſſe* and his Wife levied a Fine to *Bennet*.

Hill. 9 *Jac.* 1611. *Richard Bennet* and *Lettice* his Wife, levy a Fine to *Richard Glover*.

5 *Aug.* 13 *Jac.* 1615. *Richard Glover* ſettles by his Will, theſe Lands, among others, on his Son *Richard*; who dying about 1646. left a Son whoſe Name was alſo *Richard*.

14 *Aug.* 1647. *Richard Glover* the Grandſon's Conveyance enrolled, to Sir *Anthony Bateman* and others of the Premiſſes, among other things, in Truſt to pay Debts; and a Leaſe of five Acres, part of the Lands in queſtion from *Richard Glover*, to *Aaron Williams* for fifty years, from 1620 at 20 *l.* yearly, recited in the Schedule to it, which Leaſe Lady *Ivy* purchaſed in 1659. for about 2000 *l.* and ſo got the poſſeſſion of it. See her Anſwer to Sir *Robert Cotton*'s Bill put in, in 1676.

Trin. Term. 1656. *Smith*, *Harrington*, *Anthony Bateman*, and *Richard Glover* the Grandſon, levy a Fine to *Tirrill* and *Harris*, Truſtees for *Bateman*.

15 *July* 1656. A Deed enrolled, reciting a Deed from the Parties to the aforeſaid Fine, to *Tirrill* and *Harris*, the 20th of *June* laſt; whereby *Tirrill* and *Harris* convey the ſaid Lands to *Anthony Bateman* and his Heirs, who held the poſſeſſion thereof, and received the Rents till he failed about 1666. and under whom Sir *Robert Cotton*, as Truſtee for the Creditors, claims, and in *Eaſter*-Term 1686. after a full Hearing in the *King's-Bench*, had a Verdict for this, and the Twelve Acres Copyhold Land.

Title to the Copyhold Land.

5 *Ed.* 6. 1551. EDward *Aſcugh* and his Wife, ſurrender Twelve Acres in *Wall* and *Wapping*-Marſh, to *Richard Hill*.

5 *Eliz.* 1563. Copy whereby *John Stepkins* ſurrenders the Twelve Acres to *John Harding*, and recites they had been *Alwine*'s and *Gibſon*'s, and that he had them by Grant of the Lord of the Mannor, and Releaſe of *Jaſper Hill*.

Note. There is not known to be any but this Twelve Acres Copyhold, in the whole Marſh.

13 *Eliz.* 1571. *John Harding* ſurrenders to *John Osborne*.

18 *Eliz.* 1576. *John Osborne* ſurrenders to *Richard Wotton* and *Robert Harrell*.

20 *Eliz.* 1578. *John Osborne* having forfeited for having Lett without Licenſe, the Lord of the Mannor admitted *Walthal* and *Finch*.

23 *Eliz.* 1581. *Walthal* and *Finch* ſurrender to *Jo. Glaſcock*.

26 *Eliz.* 1584. *Glaſcock* ſurrenders to *Tho. Cook* and his Wife.

1 *Jac.* 1603. *Cook* and his Wife ſurrender to *Richard Glover*, Citizen and Pewterer of *London*.

1616. *Richard Glover* dying, the Copyhold being Gavelkind, fell to his ſeveral Sons, who all after ſurrendred to *Richard* the Eldeſt; who dying in 1646. his Son (after admittance) in 1647. ſurrendred to *Robert Smith* and *Anthony Bateman*, who was (till he broke) in poſſeſſion, and received the Rents.

Sir *Robert Smith* dyed 12 *June*, 21 *Car.* 2. ſo Sir *Anthony* was the Survivour.

Sir *Anthony* became a Bankrupt. See the Commiſſion.

27 *Nov.* 25 *Car.* 2. The Commiſſioners Aſſignment of the Ten Acres Freehold, and Twelve Acres Copyhold to Sir *Robert Cotton*, enrolled.

13 *May*, 26 *C.* 2. Sir *Robert Cotton* admitted to the Twelve Acres Copyhold.

Eaſter-Term, 1686. A Verdict for Sir *Robert Cotton*.

Th

The Heirs of Whichcot's *Title to* Pruſon's *Iſland.*

Peter Osborne conveys the Breach, *&c.* to *Woodſhaw*, by Eſtimation Three (not exceeding Four) Acres, butting *Eaſt* on a Sluce, *South* on the *Thames*, *North* on *Wapping*-Marſh, *Weſt* on a piece of Ground next abutting and adjoyning on a certain Way or Lane there, called *Gravel-Lane*. Enroll'd. 25 *Eliz.* 1583.

James Woodſhaw conveys the ſame to *Richard Glover*. Livery and Seiſin Endorſed. 20 *M.* 3 *Jac.*

Richard Glover Deviſes, by general Words, *Wapping*-Land to *Richard Glover* his Son. Book of *Wills*. 1604. 1616.

The ſaid *Richard Glover* conveys the ſame to *Warren* and his Heirs. Enroll'd. 26 *Mar.* 1646.

The ſaid *Richard* confirms the ſame to *Warren*. Enroll'd. 28 *Mar.* 1646.

Richard Glover, the Grandſon, confirms the ſame. 16 *May* 1646.

George Warren ſells the ſame to *Richard Lloyd* and *John Wicken*. Enroll'd. 19 *Mar.* 1646.

Richard Lloyd and *John Wicken*, by Leaſe and Releaſe, ſell to *William Crowder*, *Thomas Jurdan*, *Thomas Horton*, and *John Jolliff*, Truſtees for *Rebecca Whichcot*, late *Glover*'s Wife. 24 *Apr.* 1649. 25 *Apr.* 1649.

Crowder, *Jorden*, and *Horton*, Dye before 1680. *John Jolliff* in 1680. being the ſurviving Truſtee, and in *William Jolliff* his Son and Heir, the Inheritance of theſe Lands remains, in Truſt for the Heirs of the ſaid *Rebecca Whichcot*, to this Day: And,

Note, The Land now called *Pruſon*'s Iſland, (which Name is aſſuredly took from having been long in poſſeſſion of one *Pruſon*, under *Glover*'s Title) is above Three, and not Four Acres; butted *Eaſt* on (a place where there was) a Sluce, *South* on the *Thames*, *North* on *Wapping*-Marſh, and *Weſt* on *Bridewel*-Hoſpital-Land, heretofore a piece of Ground which butted and adjoyned upon *Gravel-Lane*; and was held under *Glover*'s Title by Mrs. *Rebecca Whichcot*, till outed by Lady *Ivy*, 1679.

And if Lady *Ivy* can ſhew what Land 'tis poſſible the Ten Acres in *Wapping*-Marſh ſhould be, but the Lands in queſtion, butting *Weſt* on *Gravel-Lane*, and where the Twelve Acres of Copyhold in *Wapping*-Marſh ſhould be, (that was late *Hill*'s in the 10th, and *Glaſcock*'s the 23d of *Eliz.*) and lying *Eaſt* of the laſt Ten Acres, but the Lands in queſtion, and which have been always enjoyed by thoſe the Creditors claim under, by Copy of Court-Roll, ſince *Edward* the Sixth's time, and where there ſhould be Three, and not exceeding Four Acres, that butted *Eaſt* on a Sluce, *South* on the *Thames*, *North* on *Wapping*-Marſh, and *Weſt* on a piece of Ground that butted on *Gravel-Lane*, unleſs the Ground now called *Pruſon*'s Iſland, which really does ſo abutt, they will then quit their Claim to theſe Lands, which they otherwiſe hope will at ſome time or other be allowed to be theirs.

As to what Lady *Ivy* is pleaſed to ſay concerning the ſeveral Verdicts ſhe has had for her Title, the Reader is hereby informed, That thoſe Verdicts were got on producing of Deeds, which are not mentioned in her printed Paper, nor yet to be found on Record.

And as to what ſhe is pleaſed to ſuggeſt concerning the Conviction of her Adverſaries Attorney, one *Johnſon*,

Note, There was one *Duffet*, a notorious common Forger of Deeds, and an intimate Acquaintance of my Lady's: He firſt applied himſelf to Mr. *Johnſon* as a Witneſs, without *Johnſon*'s ſeeking to him, and diſcovering his Treaty with *Johnſon*, drew him into a ſnare, being, as ſuppoſed, employed by ſome body elſe.

As for the Records and Deeds, which made up three parts of her Paper, they are moſt of them ſuch as were never made uſe of at any Trial, and ſerve only for a ſhew, and an amuſement, and when rightly conſidered, are nothing to the purpoſe at all.

And that the World may alſo ſee what Title, both on Record and otherwiſe, the Lady *Ivy* has yet been pleaſed to produce for the Lands in queſtion, with what may reaſonably be objected againſt it by Arguments, only deduced from other Deeds on Records, the ſame is inſerted here, and if any Miſtake be made in't, it is not wilfully done, and will be undoubtedly Anſwered by Lady *Ivy*'s Direction, if there be any thing in it untrue, her Ladyſhip having already appeared twice in Print in theſe Matters, and thereby given occaſion for the Printing of this.

The Lady *Ivy*'s Title.

That Wapping-*Marsh being one Hundred and Thirty Acres drowned Land, was, for a Moiety thereof, undertaken before the* 27 Hen. 8. *to be Inned and Drained by one* Vanderdelse, *who sold his Moiety to one* Richard Hill, *on whom that Moiety was by Act of Parliament,* 27 Hen. 8. *setled.*

1 *Edw.* 6. *A Lease produced by which* Richard Hill *lets Sixteen Acres to one* Clayton, *a Butcher, for five years, lying along* Gravel-Lane.

23 *March* 5 *Edw.* 6. *A Deed whereby* Richard Hill *sells to* Thomas Stepkins *and his Heirs, for ever, Sixteen Acres in* Wapping-*Marsh, in the Tenure of one* Clayton, *and Fifteen Acres and Three Roods of Land in* Wapping-*Marsh, then in the possession of* Richard Hill, *lying by the Pond in the said Marsh, and all those his Messuages, Pond, Lands, and Soil, in the Parishes of* Stepney *and St.* Mary Matsellon, *or elsewhere in the County of* Middlesex; *and were parcel of Hundred and thirty Acres, formerly drowned, but not of the Fifty three Acres that were* Stepkins's *before the drowning.*

Note, The word is Drowning, and not Draining, in the Deed.
See Lady *Ivy*'s Answer to Dr. *Whichcot*'s Bill, 1677.

12 *Nov.* 5 & 6 *Phil.* & *Mar.* *A Deed whereby* Jasper Hill, *Son of* Richard Hill, *sells all his Lands about Ninty two Acres, in the Marsh, and County of* Middlesex, *to* Machelin *and* John Stepkins, *and their Heirs; and is the Deed whereby Lady* Ivy, *in* Easter-*Term* 1686. *Claimed these Lands, without producing the foregoing Deed of the* 23d Mar. 5 Edw. 6. *but in* Easter *and* Trinity Term 1687. *Lady* Ivy *to make Title to these Lands, produced that of the* 5th Edw.

The Answer to it.

THE Act of Parliament was undoubtedly so, and only shews there was a Hundred and thirty Acres to be Drained, and that *Richard Hill* having purchased *Vanderdelse*'s interest, was to have one Moiety of it.

This Lease (if really true) only shews that *Richard Hill* had Land there; which it may be he had, and probably he or his Son *Jasper* might after sell it to *John Starkey* (under whom it is claimed now) before they sold any to *Stepkins* at all.

This (if true) purports a most absolute sale of all the Lands *Richard Hill* had in the County of *Middlesex*; and yet the said *Richard Hill*, the 20 *Oct.* 6 *Edw.* 6. by his last Will and Testament, settles the Lands he bought of *Vanderdelse* (of which, by the Deed, this appears to be part) on his Son *Jasper Hill*, with several Remainders over in Tail, which 'tis not likely he would have done, had he sold it away before; and as a very good Argument that it was so Entailed by *Richard Hill*'s Will, there appears on Record, a Fine and Recovery suffered by *Jasper Hill* (*Richard Hill*'s Son) to *Machelin* and *John Stepkins*, of Twenty Acres of Land, and a Hundred Acres of fresh Marsh in *White-Chappel*, *Stepney*, and *Wapping*, the 3d of *Eliz.* which had been needless had it not been so Entailed, and is an Argument that *Stepkins* bought nothing of *Hill* till that time: And yet in *Trinity*-Term 1684. in a Cause 'twixt the Dean of Saint *Paul*'s, *London*, and Lady *Ivy*, about *Shadwell* Lands, a Deed was then given in Evidence, Dated 16 *Apr.* 6 *Edw.* 6. whereby *Richard Hill* sold Twenty four Acres, and all the Lands he had in *Stepney* and *Middlesex*, to *Thomas Stepkins*: But this Deed having had the misfortune to be markt as found, and Sworn to be so, with a long Lease of a Hundred twenty eight years, and other Deeds, among the Writings of the Churches Lessee, it was not believed then, and one of the Witnesses that swore to the so finding those Deeds, was Perjur'd upon't, and stood in the Pillory for it; and some of the said Deeds were then left in Court; by Rule of which, Dated *June* 1687. upon an Information against Lady *Ivy* for it, a Trial is ordered next Term.

Note, Lady *Ivy*'s *Wapping*-Estate, came intirely into her power to sell and dispose of it in 1655. and when her Ladiship, in 1656. sold Land in *Wapping* to Mr. *Arlibear*, and in 1658. to *Brian Harrison*, Trustee for Mr. *Wood*, Copies of this Deed were given them; by which it appears (if they were rightly taken) that Livery and Seisin was Endorsed on the back of that Deed the 20th of *Nov.* in the 5th and 6th year of *Philip* and *Mary*, and 'tis notoriously known that Queen *Mary* died the Seventeenth of that Month, and that

Edw. 6th, *without bringing out this at all.*

And that Jaſper Hill *by Fine and Recovery* 3 Eliz. *and by Deed* 12th May 4 Eliz. *conveyed Twenty Acres of Land, and a Hundred Acres of Marſh in* White-Chappel, Stepney, *and* Wapping, *to* Macheline *and* John Stepkins *and their Heirs.*

that Queen *Elizabeth* was proclaimed the ſame day.

This is not denied to be true, and is a great Argument againſt the Truth of the foregoing Deeds, it being not credible that this Fine was levied in purſuance of either of thoſe Deeds, it being done ſo long after, and there being alſo a Deed by Lady *Ivy*'s own ſhewing, dated the 12th of *May* following, 4 *Eliz.* to convey the Lands in that Fine comprized; but that Deed not naming the Lands in queſtion, was neither produced in *Eaſter*-Term 1686. nor in *Eaſter* nor *Trinity*-Term 1687. but was in a Trial in *Trinity*-Term 1684. but 'twas in another cauſe, and the contents of it took at that time.

Richard Hill, *having the* 3 Dec. 32 Henry *the* 8th, *entred into a Statute to one* Vivald, *and* Salvago, *all the Lands which he was poſſeſt of after that time, being One hundred and thirteen Acres were extended, and among them the Lands in queſtion, and that that Extent was purchaſed in by* Stepkins.

This Extent was undoubtedly made, but affects not at all the Creditors nor *Jolliff*'s Title, for the Ten Acres of Freehold Land that was *Nelthorp*'s in right of his Wife, ſole Heir of *John Starkey*, in the 10 *Eliz.* and *Pruſon*'s Iſland might have been (we do not ſay 'twas) *Richard Hill*'s ſince the 32 *Hen.* 8. and yet no part of what was ſold to *Stepkins* the 3 *Eliz.* and for the Twelve Acres of Copyhold, 'tis plain it was *Richard Hill*'s, and by his Son *Jaſper* ſold to *John Stepkins*, under whom the Creditors, by uninterrupted Surrenders, all along down on Record, do make out their Title to it.

A Preſentment of Sewer's *finding Twelve Acres in poſſeſſion of* Walthall *and* Woodcock, *as the Freehold of* Stepkins, *and part of the Lands in queſtion.*

It ſeems to be very much, and in many places razed, and not legible; and is not produced by the hands of the proper Officer.

John Stepkins, *as Surety for* William Patent, *Covenanted to pay to the Queen* 7928 l. 7 s. 11 d. ½. *and to ſecure it, levied a Fine, and conveyed an Eſtate to Truſtees for the Queen: in which Conveyance,* inter alia, *is mentioned Four Acres of Meadow, with a Pond and Iſland, in the poſſeſſion of* Alice Woodcock; *which Lady* Ivy's *Counſel do ſay, is the Ground now called* Pruſon's *Iſland. And the ſaid* John Stepkins *at that time did give Bond to perform Covenants, which Bond being forfeited, in the* 19 Eliz. *the reſt of his Eſtate was extended, and not releaſed till* 7 Jacobi, 1609. *and then reſtored to the* Stepkinſes *again. And Lady* Ivy *in her printed Paper affirms, that moſt of the Lands in the Extent* 4 Eliz. *are mentioned in this, and particularly all the Lands in diſpute; and thence would infer, that theſe were* Stepkins's *Lands at that time, and, if ſo, ought to be hers now.*

That *John Stepkins*, as Surety for *Patent*, being in Debt to the Queen, made over his Eſtate to Truſtees for her uſe, and that 'twas after Extended, and not releaſed till 7 *Jac.* is true. But, *Note*, in the Conveyance to the Truſtees for the uſe of the Queen, there is but a very few Acres mentioned as lying in *Wapping*-Marſh; and in the Extent and Leaſe to *Alice Stepkins*, by the Queen, 19 *Eliz.* Fifty Acres in *Wapping*-Marſh only are mentioned, which ſeems to make out that *Stepkins* had no more there at that time; and among thoſe, none of the Lands now in queſtion are any way named or deſcribed: For, as for the Four Acres of Meadow, with a Pond and Iſland, in the poſſeſſion, at that time, of *Alice Woodcock*, it may, with much more of reaſon, be taken to be the Four Acres of Land, with the place where there was then both a Pond and Iſland, lying *Eaſt* of *Pruſon*'s Iſland; whereof Three Acres was ſold to *Brian Harriſon*, Truſtee for *William Wood*, 1658. and the reſt to Mr. *Arlibear* in 1656. both by Deeds enrolled by Lady *Ivy* her ſelf. Beſides, had theſe Lands now in queſtion, been then ſo convey'd to the uſe of the Queen, and extended, and ſo remained till 1609. 'tis not to be imagined that they could during that time have been ſold, as plain 'tis they were on Record, by *Sleford* to *Tailford*, the 24 *Eliz.* and by *Croſs* to *Bennet*, the 43 *Eliz.* of whom *Richard Glover* bought; and ſeveral Surrenders were made of the Copyhold Land in that time, and particularly that to *Richard Glover* (under whom the Creditors claim) in 1603. As were alſo the Sales by *Peter Osborne* to *Woodſhaw*, 25 *Eliz.* 1583. and by *James Woodſhaw* to *Richard Glover*, 3 *Jac.* 1604. under which *Pruſon*'s Iſland was quietly enjoyed till 1679. and under which the Heirs of *Rebecca* now Claim.

To Answer the Possession, Lady *Ivy* says, That

6 *Novemb.* 14 Eliz. 1572. John Stepkins *Demised Twelve Acres and other Lands, of which these were part, with an Island and Pond, to* Anthony Walthall *and* John Woodcock, *for* 62 *years: And that*

13 *Nov.* 44 Eliz. 1602. Walthall *and* Woodcock *mortgaged the same to* Richard Glover.

1 *Novemb.* 1613. *That* Anthony Walthall *and* Thomas Woodcock, *Son of* John, *surrendred and released to* John Stepkins.

8 *Septemb.* 1619. *That* Richard Glover *being in possession, under the Lease to* Walthall *and* Woodcock, *and one* Pruson *claiming some Interest under* Glover, *they both released to* John Stepkins.

5 *August.* 1620. John Stepkins *demises the Premisses in question,* inter alia, *to* Richard Glover *for Fifty six years, at a red Rose for the first Ten years, and after that, at* 20 l. *yearly payable to Mr.* Stepkins, *his Executors, and Assigns; and the Rent being so reserved, and not to his Heirs, the Counsel for Lady* Ivy, *says, It was not payable to his Heirs, and so ceased, but that* 120 l. *was paid for the first six years, to Lady* Ivy's *Father, as did appear by* Whitfield *her Fathers Steward's Book of Accounts, which had been produced at a former Trial, and allowed as Evidence, but was since burnt in the Fire at* Wapping.

Sir John Brampston *swore he believed 'twas his Fathers Hand that was set as a Witness to it; and Serjeant* Brampston *in his Deposition taken* 1675. *to perpetuate his Testimony, swears so too; and that about six or seven years before his Examination in* 1675. *looking among Lady* Ivy's *Writings, left with him by his brother Sir* John, *who was Executor to his Father, he did find a Deed with the Name* Richard Glover *set thereto as a Party, but did not then read the same, but believes the Deed on which he was*

If there was such a Lease as *per contra* made by *John Stepkins* to *Walthall* and *Woodcock* for sixty two years, from 1572. and that the same was made over to *Richard Glover* in 1602.

'Tis very strange, that the said *Richard Glover*, if he had no other Title but that Lease at that time, should presume to let Leases of Lands therein comprized, as he really did to *Pruson* and *Watts*, for Terms that would not expire till long after that Lease, (an Enjoyment went with them) and much stranger it is that they should accept of such Leases, and consider his Title no better, it being Building-ground on which they laid out their Estates. Besides, if *Walthall* and *Woodcock* mortgaged the same to *Richard Glover* in 1602. and that he was in possession of it under that Lease in 1619. as the Surrender made by *Pruson* and him of it, shews he was till that time, how came *Anthony Walthall* and *Thomas Woodcock* to have it to surrender or release to *John Stepkins*, 1 *Nov.* 1613. which Serjeant *Francis Brampston* swears was the date of that Release? And if *Walthall* and *Woodcock* had it to surrender, and did surrender it in 1613. to *John Stepkins*, how came *Glover* and *Pruson* to have it again to surrender in 1619? This is very strange, if true. *Note*, The Release dated in 1613. was produced when the following Fifty six years Lease first was in 1675. and the other Release not till some years after, when discovered, it was that *Richard Glover* was possest of that Land all the time between 1613. and 1620. so that the first Release was not late enough to justifie the making of the next Lease for fifty six years.

Against the probability of the truth of this Lease,

Note, Likeness of Hands, and payment of Rent, no better proved than *per contra*, without any thing else, is but a slender Testimony to support a suspected Deed, which this may deserve to be; for the following Reasons.

'Tis not pretended 'twas known to Lady *Ivy*, till found by her, when wanted in 1675. and if it had been known,

What is said as an excuse why the Rent was not paid, (being reserved to the Lessor, his Executors, and not Heirs) is of no weight; for it might have been helpt in *Chancery*. Besides, had that been the reason why the Rent was not asked nor paid: *Note*,

Richard Glover (who Lady *Ivy* goes about to prove paid the first six years Rent) would never have paid any to her Father *John Stepkins*, he being the Son of that *John Stepkins*, who is supposed to have let this Lease in 1620. and died in 1624. so that way no Rent had been due at all.

Richard Glover in 1616. died, and by his Will gave several of his Children 500 *l.* apiece, and particularly *Mary*; and if the Money was not paid accordingly by *Richard Glover* his Son, who is supposed to have taken this Lease, he devises his *Wapping*.

was examined (being the ſaid Fifty ſix years Leaſe) was the ſame Deed he ſo found, and on the Suit with Bateman, *did deliver many Writings and Evidences to Lady* Ivy, *and adviſed her to read them over, and that among them ſhe told him ſhe found this Fifty ſix years Leaſe; and in her Anſwer to Sir* Robert Cotton's *Bill, put in againſt her,* 1675. *ſhe alſo ſwears ſhe ſo found the ſaid Leaſe in* May 1675. *and does acknowledge in that her ſaid Anſwer, that ſhe did not know of the ſaid Leaſe, nor of the Rent thereon received.*

And yet as

A farther proof of this Leaſe (it having been ſometime ſworn that one Duffett *ſaid, he was making a Writing he called* Glover's *Leaſe about* 1671.)

Lady Ivy, *to ſhew 'twas known in* 1664. *and if ſo, could not be made in or about* 1671. *does produce.*

A Deed wherein the ſaid Leaſe is recited, being a Conveyance (executed by Sir Thomas Ivy *and his Lady, of the Inheritance of five Acres of Land on which* Kingſtreet *in* Wapping *is built, to* Edward Burtbee *and* Edward Temple, *in Truſt to ſecure* 800 l. *to Sir* Thomas Ivy, *by* 100 l. *yearly, till Principal and Intereſt paid, with a Covenant to levy a Fine. And to prove this Deed, ſhe produced* Edward Burtbee *himſelf, who ſwears very home to the matter, and ſays, he was Party to it, but the Witneſſes are all dead.*

A Fine was levied to Burtbee *and* Temple, *of Five Acres of Land in* Stepney *and* Middleſex.

And that under the Leaſe to Walthall *and* Woodcock *for Sixty two years, and this Leaſe thus taken of* John Stepkins *by* Richard Glover *for Fifty ſix years.*

All the Poſſeſſion of ſuch as have claimed all along under him, has been.

Several Verdicts, and in favour of the foregoing Title, are by Lady Ivy *produced; and as a very great Argument of the truth of her Deeds, is alledged the very great difficulty of making ſo many, as there muſt have been made, if any there be in her Caſe.*

ping Lands over to his ſaid Children, and *Mary's* Portion being not paid, *George Almony*, her Husband, enters; and on payment of the ſaid 500 *l.* in 1624. reſettles (by Fine and Deed particularly naming theſe Lands) the ſame on *Richard Glover* again; whole thus accepting a Fine, had been a forfeiting the Leaſe, had he held it by one at that time.

Lady *Ivy's* Father's and Grandfather's Wills, enumerating all their Lands to very ſmall parcels, take no notice at all of this Leaſe, nor of any Land in it comprized, but only as a Boundary to their own.

Note, There was a Leaſe lett by *Richard Glover* to *Aaron Williams* of the Five Acres, being part of the Twelve Acres of Copyhold Land, on which *Kingſtreet* in *Wapping* is built, for Fifty years (with Licenſe from the Lord of the Mannor to lett for ſo long) from 1630. at 20 *l.* yearly Rent; 'twas a building Leaſe, and ſuch part of it as *Aaron Williams* built not himſelf, he diſpoſed of to others. And as 'tis ſomething hard to imagine that *Richard Glover* (who was a man of repute) if he had but forty ſix years in it in 1630. ſhould lett it for Fifty years, ſo 'tis very much harder to believe that *Aaron Williams*, (who was a great Builder in ſeveral places) and thoſe under him, ſhould accept of a Leaſe (and build on it) for a longer term than *Richard Glover* could have lett, had he held it by this now produced Leaſe for Fifty ſix years from 1620. which if true, could not have been but publickly known at that time; which very Leaſe ſo lett to *Aaron Williams*, as aforeſaid, Lady *Ivy* purchaſed in 1659. and gave about 2000 *l.* for it, and ſo got the poſſeſſion of it, as ſhe in her own Anſwer to Sir *Robert Cotton's* Bill in 1676. does confeſs, and is a great Argument ſhe believed it a good Leaſe; and that 20 *l.* yearly Rent was paid to *Bateman* for it, is plain, if the Anſwer of one *Michael Oldſworth* (of whom Lady *Ivy* purchaſed the ſaid Leaſe) to a Bill put in againſt him by the Relations of one *William Thomas* (to whom *Oldſworth* was Executor, and ſo came poſſeſt of this Leaſe) for an Account of the Eſtate of the ſaid *William Thomas*, may be believed, as it muſt in other caſes, (though no Evidence in this, becauſe it being in another Cauſe, may not in this be read) That in the Account ſays thus; Paid Sir *Anthony Bateman* Arrears of Rent at *Wapping*, 20 *l. per ann.* 150 *l.*

And the ſaid Lady *Ivy* being ſo in poſſeſſion of the Five Acres, on which *Kingſtreet* is built, by having got *Aaron Williams* his Leaſe into her own hands, brought an Ejectment about 1675. againſt the Creditors of Sir *Anthony Bateman*, who then were poſſeſt of the other Seventeen Acres, and they claiming under a Bankrupt, who refuſed to aſſiſt them, and knowing not how to defend their Title, and Lady *Ivy* having the good Fortune to make thoſe Deeds againſt which ſo much is ſaid in this Paper, and eſpecially the Fifty ſix years Leaſe from 1620. to be believed as true Deeds, ſhe got a Verdict and Judgment then for the ſaid Seventeen Acres about 1676. and held the ſame till a Verdict was given againſt her in *Eaſter*-Term 1686. for the whole Twenty two Acres, upon the now Creditors Title, ſuch Evidence being then given, as made this Fifty ſix years Leaſe, and other Deeds, not believed.

The Deed dated *February* 1664. ſetling the Inheritance of the Five Acres of Land, on which *Kingſtreet* in *Wapping* is built, on one *Edward Burtbee* and *Edward Temple*, for the ſecuring 800 *l.* by 100 *l.* yearly to Sir *Thomas Ivy*, in which the 56 years Leaſe is recited,

ſeem

ſeems to have been made for the ſake of that very Recital, and cannot in reaſon be true; for, *Note*, Lady *Ivy* having purchaſed *Aaron Williams* his Leaſe, as aforeſaid, and that being in *December* 1664. mortgaged to *Joſeph Sabberton* and *Edward Simonds* for 800 *l.* and Sir *Thomas Ivy* then offering to lay down that Money, ſo he might have it ſecured him out of the ſaid Leaſe, the ſame Leaſe was made over 26 *Decemb.* 1664. to *Richard* and *John Eſtcourt*, and *Thomas Nevil*, who the 25th of *February* following, aſſigned the ſame to Sir *Rob. Killigrew*, Sir *William Salkeild*, and *Benjamin Thornburgh*, now Truſtees for that purpoſe: But Sir *Thomas* not receiving the Rents, and his 800 *l.* remaining unpaid, and he differing with his Lady in 1671. put in a Bill againſt her and Serjeant *Brampſton*, about this very buſineſs, charging the Serjeant with Confederacy with his Wife; and ſetting out the whole matter of the Security made him of that Leaſe, complaining of the ill uſage he had had, and deſires relief, and yet ſays not one word of the Inheritance now pretended to be made over to *Burtbee* and *Temple* for him, and to which Deed he himſelf, 'tis pretended, was Party. And Lady *Ivy* in her Anſwer to the ſaid Bill, takes only notice of the Leaſe by her purchaſed, and ſo mortgaged to *Sabberton* and *Simonds*, as aforeſaid, and not one word of this Inheritance-Deed: Nor does a Bill exhibited againſt Sir *Thomas Ivy* in *Feb.* 1669. by Sir *Robert Killigrew*, Sir *William Salkield*, and *Benjamin Thornburgh*, the Truſtees by Lady *Ivy*'s direction, ſetting out alſo this Security thus made of the Leaſe (therein named to be made by *Richard Glover* to *Aaron Williams* for Fifty years from 1630.) for 800 *l.* by 100 *l.* yearly to Sir *Thomas Ivy*, nor Sir *Thomas Ivy*'s Anſwer to it, (confeſſing the Security was ſo made to him of the Leaſe) ſay any thing at all of this Inheritance-Deed, nor take any notice of *Edward Burtbee*, but as one only who being authorized by the laſt named Truſtees, and Lady *Ivy*, to receive the Rents, did employ one *Edward Temple*, for ſome time, for that purpoſe, and that afterwards one *Perrot* was by Lady *Ivy* authorized and employed to receive thoſe Rents. So that 'tis ſence to believe that *Edward Burtbee* and *Edward Temple* were no otherwiſe (with the knowledge of Sir *Thomas Ivy*) concern'd in this matter, but as Rent-gatherers only in manner aforeſaid: and nonſence it is to imagine there could be ſuch an Inheritance Deed made and aſſigned in Truſt for Sir *Thomas* to *Burtbee* and *Temple* at that time, and no notice in that Controverſie be taken of it at all, conſidering alſo that that Leaſe was at that time within Nine years of expiring, and alſo not worth any thing, had the Fifty ſix years Leaſe been true.

And farther, to demonſtrate that it cannot be with reaſon believed that the Fifty ſix years Leaſe from 1620. could be recited in a Deed made in 1664. that was peruſed by Serjeant *Brampſton*, and he a Witneſs, and Lady *Ivy* a Party to it: *Note*, Serjeant *Brampſton*, when examined for Lady *Ivy* in this Cauſe in 1675. to perpetuate his Teſtimony, being in the fourth Interrogatory asked, When and how long it was ſince he FIRST ſaw the Counterpart of the Leaſe (explained to be this Fifty ſix years Leaſe in the ſecond Interrogatory) and where and among whoſe Evidences, Papers, and Writings, he did FIRST ſee the ſame; in anſwer depoſeth, That having ſeveral Boxes and Bags of Writings to him delivered by his Brother Sir *John*, that were in the poſſeſſion of Sir *John Brampſton* his Father, at the time of his death, to be by him kept, he was deſired by one Sir *Charles Stepkins*, about ſix or ſeven years ſince, to ſearch among the ſaid Writings for the Counterpart of a Leaſe made to one *Bourne*; and that upon this Deponents THEN ſearching, he did find a Deed with the name *Richard Glover*, as a Party ſet to it; but ſaith, he did not THEN read the ſame, and that theſe Bags and Boxes of Writings, he after delivered to Lady *Ivy*, and among them ſhe told him ſhe found this Leaſe.

Now if Serjeant *Brampſton* ſwears true, that the FIRST time he found (which in common Speech is as much as to ſay he knew not of it before) a Deed under *Glover*'s hand, (which might well be the Leaſe lett by *Richard Glover* to *Aaron Williams*, which Lady *Ivy* had purchaſed) were but ſix or ſeven years before 1675. how then was it poſſible that it could be (by him) for ſo *Burtbee* ſwore 'twas) recited in a Deed made in 1664? And had it been ſo recited as now 'tis pretended it was, in a Deed made in 1664. to which Lady *Ivy* was Party, it muſt have been known to her ſelf; which in her Anſwer to Sir *Robert Cotton*'s Bill, ſhe ſwears it was not, but that it was by her found in *May* 1675. in an old Bag of Writings. And Serjeant *Brampſtons* Depoſition alſo ſays, That ſhe at that time told him that ſhe did find it ſo; ſo that it is not hard to believe this Deed (never produced till *Eaſter*-Term 1686.) was made for the purpoſe aforeſaid, ſince to ſupport the Truth of this Deed, there is nothing more than barely the Oath of one *Edward Burtbee*, a man well known about Town, and that he has been all along employed by the Lady *Ivy*; and ſo not unlikely to have been in the Secret.

For the Fine, if the Deed of Uſes be not true, it may be of any other five Acres: But *Note*, 'twas Levied two years after 1664. Juſt about the time that Sir *Anthony Bateman* failed, and when Lady *Ivy* ſet up to Claim the Inheritance of it, nor is without ſome ſuſpicion of having been unduly levied (it may be) by paſſing the Offices without the knowledge of Sir *Tho. Ivy*, and Lord Chief Juſtice, the Roll where the Caption of it, to which the Lord

Chief

Chief Juſtices Hand ſhould be in the *Cuſtos Brevium* Office, being loſt. And if that Fine was really levied by Sir *Thomas Ivy*, which is ſtill to be doubted, for the reaſon aforeſaid, 'tis not however to be wondred at much, conſidering that he had covenanted to do any Act with the Land in that Leaſe, his Lady ſhould deſire, ſo it might be no prejudice to the payment of his 800 *l.* as aforeſaid. And it may be he was made believe at that time, that it was her Inheritance by being ſhowed the Deed of the 12 *Nov.* 5 and 6 *Ph.* and *Mary*, which was before that time made, and if any Deed there was made to *Edward Burtbee* and *Edward Temple* to lead the uſe of this Fine of five Acres, 'tis plain it could not be a Deed dated in *February* 1664. reciting this Fifty ſix years Leaſe for the reaſons aforeſaid; but muſt have been ſome other Deed, after that time made, and deſigned as this Fine ſeems to have been, in future times to make out ſome colourable Title to the Inheritance of this five Acres of Land, which Lady *Ivy* held only by *Aaron Williams* his Leaſe, that expired at *Lady-day* 1681. And that 'twas privately done, is plain: for neither the Fine nor the Deed was ever in any Trial produced, till *Eaſter*-Term 1686.

All that is to be ſaid to the Verdict is, They were given at times when the Creditors Title, and that to *Pruſon*'s Iſland, were not well made underſtood to the Court and Jury, and when Lady *Ivy*'s Deeds were believed.

As for the difficulty of making of Deeds, a great many may as well be imagined to be made, as one ſingle Deed, where the Ingenuity of the Party concerned, and the Nature of the Title and Place afford good Materials for it. And

The Reader is now deſired to take Notice,

That *Wapping*-Marſh was one Hundred and thirty Acres drowned Land in *Henry* the 8th's time, and undertook to be Drained by one *Vanderdelfe*, and ſo ſetled by Parliament, that when Drained, it ſhould be equally divided 'twixt the Proprietors and *Richard Hill*, who had bought *Vanderdelfe*'s half. And

That no Diviſion (though undoubtedly one there was (it may be among themſelves) made) is now to be found on Record: And *Jaſper Hill*, 3 *Eliz.* by Fine and Recovery having ſold to *Macheline* and *John Stepkins*, 20 Acres of Land, and 100 Acres of Marſh in *Stepney* (that being the firſt Sale on Record.) 'Tis in the power of Lady *Ivy* (as Heir of *Stepkins*) to Claim any part of the Marſh by alledging, 'twas part of what her Anceſtors purchaſed; if to anſwer the Poſſeſſion, there can any way a Leaſe be ſet up, and by her Ladyſhip's luck only, in finding old Leaſes, theſe long Diſputes have been made. For the Proprietors (no Diviſion appearing) being able to make no Title, unleſs to the Copyhold, before that purchaſed by *Stepkins*, 3 *Eliz.* By ſuch Leaſe ſhe may claim any parcel ſhe will, though the Owners thereof have had it ever ſince the Draining thereof; which could not be done in another place, and makes it much eaſier to have been done, than it can be imagined here.

And to remember, That

The Title by which the Creditors claim the Ten Acres of Freehold, and Twelve Acres of Copyhold Land, and whereby the Heirs of *Whichcot* do claim *Pruſon*'s Iſland, and under which thoſe Lands were all quietly held and enjoyed, till after Sir *Anthony Bateman* failed, is, by Copies of Court-Roll, and Deeds on Record, againſt the truth of which there has never yet been, nor ever can be the leaſt ſort of Pretence: And that

The Title whereby Lady *Ivy* Claims in particular any of the aforeſaid Lands, and whereby ſhe both Got and does Hold the ſame, is by Deeds, not only not on Record, but moſt of them ſuch, as firſt have been Loſt, and then Found, and that are liable to more Exceptions by many, then are herein before expreſt, which will be made uſe of againſt them when occaſion ſhall ſerve.

FINIS.

Kwith preced

Alimony Arraignd,

OR THE

REMONSTRANCE

AND HUMBLE

APPEAL

OF

Thomas Ivie, Esq;

From the High Court of CHANCERY,

TO

His Highness the LORD PROTECTOR of the Commonwealth of *England*, *Scotland*, and *Ireland*, &c.

WHEREIN

Are set forth the unheard-of Practices and Villanies of Lewd and Defamed Women, in Order to separate Man and Wife.

LONDON,

Reprinted in the Year, 1696.

The Humble Appeal and Remonſtrance of *THOMAS IVIE*, Eſq;

To His Highneſs the *Lord Protector*, &c.

HAD it not pleaſed the Lord to bear up my Fainting Spirit, with more than an ordinary Confidence that the Deliverance of his People was nigh at hand, and that he would put a ſtop to the Violent Paſſions of Oppreſſing Men, I had undoubtedly ſunk under thoſe abominable Scandals and Aſperſions, which have been caſt, like Dirt about the Streets, upon me, by my Wife and her Abettors.

But certainly the Day of our Deliverance is already dawn'd; and we are in ſome meaſure aſſur'd, that *Juſtice* and *Righteouſneſs* is already broke forth, and that the Abominations of the Wicked ſhall be no more clothed with *Authority*; but whatſoever is a Lie ſhall be made manifeſt, and confounded.

As our Eyes are therefore on the Lord, as the ſupreme Fountain of all Goodneſs, ſo we truſt that the Declaration of his Will ſhall be made out by Your Highneſs, being choſen by Himſelf in an extraordinary manner, and by a wonderful Series of Providences, to this very end, to execute Righteouſneſs and Judgment for his People that are oppreſſed amongſt us: And that your Highneſs will put on Bowels of Compaſſion for the Afflictions of Men in Miſery, who pour out their Complaints and Grievances before you.

With this Confidence I appeal from the Chancery unto your Highneſs (being unable to endure any longer, either the Expences or Delays of that Court; or indeed the Juſtice which is there diſtributed.) For beſides the hazarding of that which is better than a precious Ointment, much of my Eſtate hath been conſumed, and great Debts contracted, by reaſon of my attendance upon theſe unnatural Differences, (which have been fomented between my ſelf and my ſeduced Wife) much of it torn away by Violence under a Pretence of *Alimony* for her, to whom I never denied or refuſed any thing whatſoever.

And that which remaineth is daily ſo moleſted with Creditors, that I now may moſt truly take upon me the Expreſſion of *Job*, *I once had Riches, but now have none*: And unleſs it will pleaſe your Highneſs to afford a ſpeedy Redreſs, I ſhall hardly enjoy long my Liberty alſo.

I will not ſay any thing of thoſe ſad and diſmal Thoughts which have been continually in my Mind, thoſe hideous Temptations, which have been hourly grating and gnawing my very Soul.

During this ſad Condition, 'tis the Voice of the Lord only can ſpeak Peace unto my Spirit, (whoſe Name be bleſſed for thoſe ſweet and refreſhing Experiences, with which he hath ſupported me in this fiery Trial) but I ſhall open unto your Highneſs, as unto a good *Samaritan*, the Wounds of my Body and *Fortune*; (and briefly preſent a *Narrative* of the whole Matter concerning my ſelf, and Wife, and how it hath been tranſacted in the Chancery) That ſo I may with the more Confidence expect a Cure proportionable to my Diſeaſe; and that your Highneſs's Judgment may be as well grounded upon Knowledge, as my Suffering upon Experience.

Having faithfully diſcharged the Truſt that was repoſed in me by the honourable *Eaſt-India Company* (as their chief Agent at *Madraſſopotan*, where I had not only the Command of the Perſons of Thouſands of People, but alſo the Fort of St. *George*, and Town of *Madraſſopotan*;) And having made a thorough Reformation of the grand Abuſes which had crept into thoſe parts, to the great Injury of the Trade; and erected them a Town by my own Pains and Induſtry, even out of the Sea it ſelf, for the better Advantage and Security of it, I reſolved with my ſelf, (though I was often perſwaded by the ſaid Company to continue longer my Charge) to return into my Country, where I had left the near Relation of a Wife behind me: And by how much the more that Reciprocal Happineſs (which we enjoyed together) did revive, the more enflam'd were my Deſires for a Return.

But I had no ſooner arrived in *England*, but the firſt News almoſt that was brought me, was the Death of my Wife, in her very Journey to meet me.

This was the firſt Tryal which the Lord laid upon me: But as he corrected, ſo he gave me Patience and Submiſſion to his Will in it; neither were Friends wanting to endeavour a Belief in me, that as the Lord had taken one Wife from my Boſom, ſo he could beſtow another.

After many ſeveral Days and Months thus ſpent in Melancholy, and willing to inure my ſelf to the Condition I enjoyed when I left *England*, I was perſwaded to addreſs my ſelf to one Mrs. *Garret*, a Widow, and Daughter of Mr. *Stepkins*, who was repreſented unto me to be as beautiful in Mind as in Perſon; And though her Husband had left her nothing, yet was I not deterr'd by this to forbear my Sute, ſuppoſing what was wanting in *Fortune*, would be made up in *Affection* and *Sweetneſs* towards me.

Hereupon, in ſhort, about *October* 1649. a Marriage was had and concluded between us; and, that I might give the beſt demonſtration what a high value I put upon her, I ſetled for her Joynture 1000 *l. per ann.* and Covenanted with her Truſtees to leave her at the time of my Death 1000 *l.* alſo in ready money.

Her Father (now taking notice of this cordial and affectionate dealing of mine with his Daughter) made in ſhort this Propoſition unto me, That if I would give him the ſaid *Stepkins* 1000 *l.* more, and deliver forthwith unto his ſaid Daughter, as many Jewels as might be worth at leaſt 1200 *l.* that then he would ſettle his Eſtate at *Wapping* (being 240 *l. per Ann.*) upon me for my life, and after my deceaſe to my Wife; And in caſe we had Iſſue, then to them; and in caſe we had no iſſue, then to the Heirs general of the ſaid *Stepkins*, or ſuch as he the ſaid *Stepkins* ſhould limit and appoint.

To which I returned as ſhort an anſwer, and told him, I would immediately perform his demand. Whereupon I did depoſite 1000 *l.* in money, and 1200 *l.* in Jewels, and all the aforeſaid agreements and ſettlements were Indented in Parchment, and legally executed accordingly (as may appear from the Deeds themſelves, proved by two Teſtimonies in Chancery, to which I refer my ſelf.)

I make no mention what Preſents, nor of what value they were, (though conſiderable) I ſent her before Marriage, (becauſe they were purely Gifts) but the other upon the moſt real and higheſt conſideration of Marriage.

I ſuppoſe it's already evident, that had I now found the affection which I promiſed my ſelf, it might be very well ſaid to be rather purchaſed than gained; for although there was 240 *l. per Ann.* ſetled upon the Conſiderations aforeſaid, yet was it a dear bargain unto me, only for my Life, to lay down for it 2200 *l.* Neither was I to enjoy this until the ſaid *Stepkins* ſhould deceaſe; which (if the contingency of his Death, and the Intereſt of the Money had been conſidered) 'twas more than ten years purchaſe for one life.

Nevertheleſs, had there been a Return but of common Gratitude, (much leſs of a conjugal Affection) I ſhould ſcarcely have entertained a Thought of Penitency for ſo large a Joynture, which I had ſetled.

But certainly the Anger of the Lord began now to be kindled againſt us, and whether 'twas for her ſins as well as mine own, and particularly for being inſtrumental to the Diſheriting of the eldeſt Son and Heir of the ſaid *Stepkins* (who never had demerited it in the leaſt meaſure from the Father) I know not, the Lord diſcover it unto us both in his due time: But certain it is, that ſhe could not long continue her ſelf from diſcovering, that 'twas rather my *Fortune* than my *Perſon*, which ſhe had wedded; rather embracing Advantages of expreſſing Kindneſs to others, than her Husband.

Notwithſtanding many of theſe inconveniences did I paſs over (though 'twas very grievous to be thus uſed ſo ſoon after our Marriage, within leſs than ſix months, and ſtill perſevere (if with Prudence I may ſpeak it) with more than uſual fondneſs) ſhe could no ſooner propoſe any thing, which my Purſe or Induſtry could procure, but 'twas immediately provided; nothing which might be either for Neceſſity or Ornament (though never ſo coſtly) but ſhe had it, though I borrowed money to provide it.

I could here tell her Highneſs in what Plenty I maintained her, with what ſums of Money in her Purſe, with her Coach and Horſes, Saddle-Horſes, and rich Furniture, rich Cloaths, Beds, Linnen, *&c.* but that I ſhould diſcover too much of my Folly in it, as well as her Unworthineſs.

But I am confident, (and 'tis proved by ſufficient Witneſſes in Chancery) that in eighteen months after our Marriage, ſhe had ſpent for her Accommodations above 3000 *l.* whereof 600 *l.* was in Apparel only 500 *l.* in ready money.

But all this could not prevail, the Multiplicity of Curteſies and Endearments towards her on my part, was but the encreaſing of her Frowns and Slightings towards me; and being unſatisfied with what I voluntarily beſtowed upon her, ſhe took all opportunity (in my abſence from home) to imbezel what goods ſoever ſhe could come at; and at one time (when I was at the Court of Aldermen) ſhe took from my Houſe 300 pounds at leaſt of rich *Eaſt-India* Stuffs, and Plate.

The Company ſhe reſorted unto (were no leſs offenſive unto me than her actions) being either Perſons of very low Condition, or Deſperate Fortune, whoſe Neceſſities and Debaucheries ſtill prompted her to further Incoveniences.

It being now evident unto me, and all our Acquaintance beſides, That a ſudden Ruine could not but be near to our Eſtates, and unhappineſs to our Perſons, I entered upon a ſerious Reſolution to withdraw for a while to my Country-houſe at *Malmsbury* in *Wiltſhire*, and perſuaded my Wife to a complyance herein; This I did, that I might pay thoſe Debts, which I had contracted by her means, and take her from the Occaſions and the Perſons which had enticed her to ſuch pernicious courſes.

But they (finding if their *Diana* ſhould leave *London*, the ſilver Shrine would be alſo removed) were too too prevalent with her to retard her Journey; Nay, in concluſion ſhe abſolutely refuſed to go with me.

Notwithſtanding I did not forbear all the Arguments, which either Prudence or Neceſſity could dictate: And that I might not neglect any Motive, which I thought might conduce to this end, I gave 100 *l.* to two of her Familiar Acquaintance (whom I thought moſt prevalent with her) to perſuade her to accompany me into the Country.

But no Charms of Perſuaſions had any Influence, nor Reaſon (though very urgent and manifeſt) but was ſlighted.

Nevertheleſs before I went out of Town, I writ this Paper, and left it with her:

Sweet-heart,

THE *Reaſons wherefore I am at preſent forced to leave* London, *& in regard of the following particulars.*

1. *Becauſe my Houſe, Family, Goods and Eſtate in the Country goeth much to Ruine, for want of my Preſence.*

2. *Becauſe my Engagements in* London *are great,* viz. 1146 *l.*

3. *Becauſe of theſe great Engagements, my Credit, which hath been of value, (but now through ſome Diſparagements and Evil Practices,) is loſt in* London, *that I cannot borrow any more money to ſupply yours and my preſent wants: And now when I thought all things had been forgotten, I heard abroad by my Friends, that by certain Warrants iſſued out by the States for your ſelf, and others to appear before them, that I am aſhamed to walk* London *ſtreets; and I much fear, that if I continue in* London, *you will in ſhort time both ruine your ſelf and me.*

4. *You are ſo tranſported by the Perſwaſions, and Practices of your Aunt and others, that I, nor no Friend of yours, can intreat you to leave their Company and Evil Counſel, which daily breeds Debates and Strifes between us, Notwithſtanding, they have been by their ill Counſel and evil Actions, the chief Occaſion of all, which hath brought us to this ſad Condition and Shame that we are now in: So that I may now ſay with* Job, I had once Riches, but they are now waſted, *and* once I had a Wife, but now ſhe will be no longer mine.

5. *I have no Employment or Calling in* London; *which diſgraceful and unquiet Life is hateful unto me, and moſt diſadvantagious; for I find not this Town good for my health, (by reaſon of my continual trouble) my expences are inſupportable: And I proteſt before the great God of Heaven, my only Joy and Comfort ſhould have been, and ſhall be (if I can any way find your Affections reciprocal, and your Compliance equal) to ſupport your Honour and Fortune beyond my Own: But if we continue in* London, *I find all will be quickly confounded and deſtroyed.*

Therefore, Dear Heart, take the premiſſes into good, religious, and ſerious conſideration, and go with me unto our Habitation in the Country, by which means, all things that are paſt will be forgotten, whereby we ſhall be both happy; for my intents are only and really to make you a happy Woman: For I proteſt before God, when you come into the Country, I ſhall render my ſelf and Eſtate to your Diſpoſure, to come and go when and where you pleaſe, which ſhall be faithfully and lovingly performed by me, but if not, be pleaſed to take this as a ſad Farewel, from thy.

London 17 March 1650.

Moſt Affectionate Husband,
Thomas Ivie.

And immediately after my Arrival at *Malmsbury*, as ſoon as I had accommodated my Houſe; I ſent her this Letter.

Moſt dear Heart,

YOU *cannot but be ſenſible of my ſad condition and neceſſity at* London, *by reaſon of my Diſcontents and great ſums of Mony which I do owe, and have not wherewithal to ſatisfie my Creditors, for had I ſtayed longer, I muſt of neceſſity have been carryed to Priſon, or at leaſt to my Grave; For I was ſo much troubled and grieved in mind at your unkindneſs, and want of Money, that I thought my heart would have broken; which ſo tranſported me, that I knew not what I did when I left you: Yet notwithſtanding your unkindneſs to me (if you can borrow 36 l. of any Friend of ours to ſupply your preſent occaſions) I will ſee it ſatisfied; if not, I ſhall willingly conſent, that you pawn ſome of your Jewels for ſo much money; and when the* India *ſhips come home (God willing) I ſhall redeem them for you again; and when I have paid my Debts, you ſhall command me and my Eſtate, which ſhall be at your diſpoſure. I ſhould rejoyce to ſee you and my Father* Stepkins *here; Therefore, Dear Heart, when you have a mind to come unto me, adviſe me, and I ſhall wait upon you, to bring you down; And when you are weary of my Company and Entertainment in the Country, (where my ſelf, and all that I have, ſhall be at your Diſpoſure) I ſhall (when you pleaſe) return again with you to* London, *and ever remain*

Malmsbury 24 March, 1650.

Your moſt affectionate Husband
Thomas Ivie.

Inſtead of a Complying Anſwer, which I expected (for We cannot eaſily deſpair of Things We paſſionately deſire) I received this Summons from the Lords Commiſſioners of the Great Seal, to appear before them.

WHereas Theodoſia *your Wife hath on this preſent day preferred her humble Petition unto us the Lords Commiſſioners of the Great Seal of* England, *thereby praying Allowance of* Alimony, *as by her ſaid Petition remaining with us doth appear, we do at her inſtance give you Notice thereof, Requiring you hereby to make your perſonal appearance before Us, on the thirteenth day of this Inſtant, to ſpeak with Us about the ſame.*

Middle Temple the 11 day of April, 1651.

Richard Keeble,
John Liſle.

Immediately, (laying aſide all my Buſineſs) as faſt as Paſſions and Spurs could quicken, I repaired to the Chancery, where I found to my great aſtoniſhment) this falſe and ſcandalous Libel, under the Title of a Petition for *Alimony* preferred againſt me,

The humble Petition of *Theodosia Ivie*, Plaintiff, Wife of *Thomas Ivie*, Defendant.

THat She being the Daughter of John Stepkins, *Esq; and married to the Defendant, who hath (without any cause given him) not only diserted her Company, but left her destitute of all manner of Means for her Livelihood and Subsistence; And that during the time she cohabited with him, she hath not only been in great Danger of her Life, by his Cruel Usages, and unjust contrivances, but by some means occasioned by the Defendant, she hath been very Weak and Infirm; And hath received from him such Infirmities, (not becoming a Husband to confer on his Wife;) And that by reason of his said cruelties, and the peril of receiving from him Diseases of Dangerous Consequence, she could not cohabit with him as his Wife, without eminent peril of her Life; And the Defendant was not only departed from her, but utterly denied to allow her any convenient Support; And that for meer necessity she had contracted some small debts; And therefore she prayed the speedy Aid of the Court; And that They would summon the Defendant before Them, that upon hearing her just Complaints, she might be relieved, and have such fitting Allowance by way of* Alimony *granted to her, as to the Court should seem meet; And that for the present, she may have some convenient Allowance for Expences in this Suit, she being otherwise unable to proceed therein.*

To which (having sought *Patience* from above) I returned this Answer.

That 'tis true, he Married the Plaintiff, and hath ever since used her with the Respects of an affectionate Husband to a loving Wife, and neither hath, nor did intend to desert her Company, but much desires it, if he may find respectful carriage from her; and is so far from leaving her destitute of all means, that since his Marriage, which was not then above eighteen Months, he had furbished her with Jewels and Pearl, to the value of 1200 *l.* besides Apparel, which cost him above 200 *l.* All which Pearl and Jewels she had in her Possession in *March* then last past, when the Defendant went to his dwelling-house in *Wiltshire*, at which time, he not only sollicited her to go and dwell with him, but promised her (upon the Enjoyment of her in the Country) to resign both himself and his Estate to her Commands and Disposal.

That he hath likewise paid her Father 1000 *l.* for which he should have setled upon the Defendant some Estate of Inheritance for her Portion, which is all the *Fortune* he ever expected with her, whereof he hath not received the value of one penny.

That he allowed her for Clothes, Mony, and otherwise for her use, above 800 *l.* And during the time he hath lived with her, he hath spent in Housholdstuff, House-rent, and House-keeping, 2870 *l.* so that in eighteen Months, he hath spent with her 6000 *l.* And this he mentions not, as if he repented of his Kindness to her, but to evidence to their Lordships that there is no just cause of Complaint against him, for not allowing her maintenance.

That he never acted any thing of Danger or Cruelty, or that might occasion any infirmity to her; nor was there ever any Disagreement, or any Cause why she should separate from him; But her desire was to live in *London*, a place neither agreeable to the Defendants health, or Estate; He having already (by reason thereof) contracted many Debts: And confesseth, that having (by consent of her Father and her self) bought an Estate in *Wiltshire*, situate in a healthful air, and a place of much conveniency, delight and profit; He hath many times by Letters, in Person, and by Friends, earnestly desired her to live with him at his said House in the Country, where she shall want for nothing in his power, for her use and conveniency, and care shall be taken for her accomodation for her Journey, wherein he hopes yet to prevail, that they may mutually enjoy the Comfort of each other, which he much thirsteth after, and is not little grieved there should be any Question of it.

That he took such Order (presently after his going into the Country) whereby the Plaintiff was supplyed with monies for her present occasions, and presumes the foul scandals suggested in the Petition, are well known to the Plaintiff to have so little colour of Truth in them, as he hopes the same were put into the Petition, as words of Course, rather than by her Direction: And he utterly denies the same; and therefore he hopes, he shall not be ordered to make Allowance to the Petitioner, (as in the Petition) she demands.

Could ever any Man suspect to be thus dealt withal by a Woman, that had plighted her faith in Marriage to one, who had setled so great a Joynture, given her so many Gifts, so much Mony, Jewels, and all other accommodations whatsoever in the greatest Plenty, for the Consideration of nothing? Certainly amongst the *Indians* themselves have I not seen so great perfidiousness.

Now had I just Reason to suspect, 'twas not only the malicious Counsels of her wicked Abettors, was the cause of her inhumanity towards me; but that she had in her own Breast a Principle of Enmity and Dissatisfaction, even to the Relation of being my Wife.

Nay seeing the *Scene* appears, 'tis too easie to understand what Plot is laid and concluded; If she can survive me (which she thinks very probable) and hath no issue of our two Bodies (which she is resolved never to have) by keeping her self from me, Then will she be a *Fortune* indeed, and her Widowhood be worth its weight in Gold. And if in the mean time (during my life) she can have from the Lords Commissioners (by way of *Alimony*) 300 *l. per Annum*, she will think her self in a better condition, than her Father, who had but 240 *l. per Annum*, both for himself and his whole Family: And to prosecute the Suit, she hath 1200 *l.* worth of Jewels already, and 500 *l.* in ready Cash advanced, and her Husband much in debt, so that peradventure she may outspend him also even at Law.

But to obtain this glorious design, many difficulties are to be passed through; And though she her self hath resolved to calumniate vehemently (presuming that somewhat will gain belief amongst many) yet will not this be enough; and therefore *Witnesses* must be prepared of as large *Consciences* as *Foreheads*: And for their better encouragement, They shall participate in the Gain and Advantage: Welcome

come Expreſſions and Opportunities to ſuch Perſons, whoſe defamed Lives, and neceſſitous Fortunes, rendred them neither in a Capacity to live, or converſe with People of any Honeſty or Reputation.

As for her part, her Suggeſtions and Inſinuations were high indeed; much fear ſhe pretended (for had it been more than a Pretence, all had been accompliſhed, and my Life loſt) leſt ſhe ſhould participate of the Sins and Puniſhments of *Sodom* and *Gomorrah*: And as for her Body, ſhe durſt not truſt that with me, leſt (at any time being Moroſe and Cholerick) I ſhould injure her by Blows; or if kind, I ſhould infect her with unclean Diſeaſes.

To enforce theſe Motives upon the Minds of all People, who now took notice of theſe Diſtractions, Never was there a more exquiſite Vizard of Modeſty put on by a Woman: Never were Expreſſions of Religion more diſtorted to an ill end; no Projects and Practices of Obſcenity and Murder it ſelf, were wanting to colour theſe malicious Devices againſt me: Nay, ſo groſly infatuated was ſhe in her Scandal, that ſhe repreſented my Perſon to be more like to a *Monſters* than a *Mans*.

Her Abettors are not wanting in acting their parts alſo; What ſhe inſinuated, they converted into Clamours; neither ſtuck to depoſe any thing, what poſſible could be believed to be ſworn by them, without any apparent contradiction.

Having thus prepoſſeſſed the Ears of as many Perſons of Quality as ſhe could, and framed a Harmony of Teſtimonies (as well as of Witneſſes) with as much Art and Cunning, as her own Wit, or her Abettors, (or the matter it ſelf could ſupply) ſhe took out with much eagerneſs a Commiſſion out of the Court, to make what proof ſhe could of her Petition.

Notwithſtanding this further Provocation alſo, my Lips were lock'd up with Silence, as well as my Heart with Sorrow, not retaliating Evil for Evil in the leaſt meaſure; or ſo much as intimating unto her, of her firſt Follies (which if they were publiſhed by me) might have raiſed a great Cloud upon her Reputation: Neither was I content to be totally Paſſive of what Injuries had paſſed, but was reſolved not to leave any means unattempted to reclaim her from theſe Extravagancies.

And thereupon went unto her in Perſon, with Mr. *Eſcot*, Serjeant *Middleton*, and Mr. *Booth*, at Mr. *Zanchy's* Houſe (he himſelf being preſent) and with as much Rhetorick as my real Affection to her could dictate, did paſſionately move her to a Reconciliation, ſhewing what Scandal and Diſhonour would follow ſuch Differences, and promiſing withal, a perfect Oblivion of whatſoever had been acted againſt me; And to fortifie my Arguments the better, I deſired all thoſe Gentlemen there preſent, to do the Office of Chriſtian Moderators, and to endeavour to ſtop the Breaches between us, which were too wide already.

Nevertheleſs, by how much the more weight ſhe perceived in our Reaſons, the more Obſtinacy ſhe diſcovered in her returns, utterly rejecting any Agreement, upon what Terms ſoever.

Hereupon ſuſpecting in her the apparent Symptoms of a ſear'd Conſcience; and how that by my ſilence, the World began to infer a main Guilt of thoſe Aſperſions which had been divulged againſt me, Upon the ſerious Advice of my Counſel (though I cannot but acknowledge a very great Reluctancy thereunto) I was perſwaded to examine Witneſſes alſo, both to vindicate my own Integrity, and to diſcover unto the World the Grand Cheat that was contrived to gain my Eſtate (which could no otherwiſe be accompliſhed) without defaming my Perſon (and if it were poſſible) to take away my Life alſo; which ſhall evidently appear anon.

But before I ſhall give an Account of the Proofs which were made on my behalf, I ſhall according to her own Forwardneſs and Method, give your Highneſs a ſhort view, what was atteſted for her.

One ſwore, That he ſaw me ſqueeze her (at eleven a Clock) one night, as ſhe was going down ſtairs.

Another that ſhe heard my Wife complain of ill uſage (but though ſhe lived in the Houſe with us) never heard me give an ill word to her.

Another heard her cry out, Help, Help, Murder, Murder; and ſaw me take her by the Throat: Though I refer my ſelf to my *Affidavit* on Oath, yet when I ſhall manifeſt it, (That this Woman who ſwore this, was brought in that very night, and next morning conveyed away) I ſuppoſe 'twill be no difficult thing to perſwade any one to believe, that this Creature was brought in on purpoſe to be a Witneſs againſt me.

The Woman that ſwore this, was brought in that very night, on purpoſe to be a Witneſs, and the next morning went away again.

One *Meaſler* (a pretended *French Phyſician*) ſwore that ſhe was ill; and that there was a Suſpicion of Poyſon; but this was five months after ſhe left me; and was commonly reported to have the Pox, (which being a Venomous Diſeaſe) the *French-man* might ſafely Swear (with a mental Reſervation, the frequent Practice of his Country-men) there was a Suſpicion of Poyſon.

This is the Subſtance of what was ſworn againſt me, (and ſhould I name the Perſons of the Witneſſes,) they were more mean than their Teſtimonies; The Chief of them was her Aunt Mrs. *Williamſon*, of whom I ſhall ſay no other, but that her *Way* and *Living* is after the rate of 300 or 400 *l. per annum*, though it be well known, That neither her Husband, nor her ſelf, have any *Profeſſion* to live by, or any viſible Eſtate, not worth a Penny; but are ſo nearly Poor, That he or ſhe dares not appear in publick leſt they be carried away by *Bayliffs* for the multitude of Debts he owes.

This is that ungodly Wretch, who too viſibly hath been the Ruin, both of my ſelf and Wife, as will appear from the Depoſitions themſelves.

One *Perſon* there was produced on her behalf (whoſe Name hath a Reputation in the World, *viz.* Sir *John Brampſton*,) yet all that he can depoſe for Her, is nothing which is material, but that he never knew her defam'd, but in this Buſineſs, and that ſhe was bred up amongſt his Children; and that he often endeavour'd a Reconciliation between us: Whether he did it, or no, I cannot affirm, but when I was told by him lately, and never heretofore, That he had a *Pre-Mortgage* of the Eſtate of 240 *l. per annum* (made unto him by *Stepkins*) which was ſettled on me for the Conſideration aforeſaid, I hope, that I ſhall not be condemn'd, as too jealous without a ground, That he is fiſhing for his own Intereſt in our troubled waters.

Were

Were there ought elſe conſiderable depoſed againſt me, I ſhould deal ſo ingenuouſly as to relate it; being very confident, that at the hearing of my Cauſe before any in Authority, there will not be wanting *Agents* enough for her, to lay open the worſt againſt me.

One thing therefore more (and that which they think moſt conſiderable againſt me, not in order to juſtifie her Complaint, but to take off a Belief, from what ſhe knew I could prove againſt her and her ſaid Aunt *Williamſon*) was briefly this, That I endeavoured to ſuborn one *Holdſworth* (a poor Fellow about the Town) to ſwear point blank, That my Wife was a Whore, and her Aunt *Williamſon* a Bawd.

That I may be impartial in this *Narration*, I ſhall cite the very words themſelves of this Depoſition which are theſe.

That in *April* and *May* was twelve-month, He (*viz.* this Deponent) came to the Defendant, (*viz.* to my ſelf) for Money for one *Nicholas*; and the Defendant ſaid, He could prove Mrs. *Williamſon* a Bawd, and would have had him ſworn it; and offered the Deponent Money to Swear the Plaintiff (meaning Mrs. *Ivie*) was a Whore.

That he had made the Commiſſioners for him; and ſaid, That *Stepkins* and all his *Family* were *Baſe People*, and often offered him Money to Swear; and ſaid, he had two Witneſſes more, if he would make up the third.

How much Indiſcretion, as well as Falſhood, was in this Deponent, and both in them, who imployed this inferior Perſon, and who too probably practiced that infamous *Act* of Creating Knights of the Poſt (which ſeems to appear, even from the Oath it ſelf) For certainly, had I been provided with two Witneſſes (as he ſaid I told him) which number the Law admits even in the higheſt Caſes) it had not only been an impertinent loſing of my Money, but my Honeſty alſo, to no purpoſe: Beſides there are ſcarce any ſo Ignorant, but underſtand how difficult a thing it is to prove even a Whore, a Whore.

'Twas againſt the Advice of my Council, and my own Inclination alſo, to examine any Witneſs of ſo mean a Quality in ſuch Differences, (as theſe are between my ſelf and my Wife) leſt the contemptibleneſs of the Evidence, might derogate from the Truth of the thing: Moſt of thoſe (whom I produced to give Teſtimony on my behalf) were Perſons of fair Eſtates, many hundreds *per Annum*, and ſuch, who for many years paſt, have been Juſtices of the Peace in their Country, *&c.* But more (of this *Nature*) I omit: For (without Doubt) *Poverty* and *Honeſty* are not inconſiſtent: The moſt precious Saints of God, are more frequently found cloath'd with Rags, than in a King's Houſe: *Job* himſelf was more acceptable to the Lord on the Dunghill, than in his coſtly Palaces: But withall there muſt be a Poverty in Spirit, as well as in Eſtate; otherwiſe, they will forfeit both their *Religion* to *God*, and their *Credit* amongſt *Men*: For certainly a poor Man (being notoriouſly Vicious and Scandalous) is to be reputed rather a *Vermin* in *Nature*, than a Member of *Chriſtian Society*, whoſe Teſtimonies ſtink in their own Noſtrils, and their Memory ſhall periſh with them.

That your Highneſs may the more knowingly judge and determine, both of this and other Proofs againſt me, I humbly beg leave to lay before your Highneſs the Manifeſtation of my Anſwer which I returned to my Wifes Petition, and what Evidences I produced to the clearing of it.

1. To the firſt Charge in the Petition, That I left her deſtitute of all manner of Livelihood and Subſiſtence.

'*Twas Depoſed*,

(Beſides her having of 1200 *l.* worth of Jewels in her Cuſtody) That I maintained her with Meat, Drink and Cloaths, and all Conveniencies in a very plentiful high way, *l. A. fol.* 19. *f.* 40, 47. *l.* 3. *f.* 3, 4, 49

That ſhe had the Diſpoſal of all things in his Houſe, *f.* 7.

That he ſpent twenty Shillings a day in Meat, beſides Spice, Sugar, Wine, Beer, *&c. fol.* 8. *f.* 55, 56, 57.

That he importun'd her to go live with him in *Wiltſhire*, *l. A. f.* 4. *l.* 13. *f.* 9, 10, 11.

That ſhe was richly cloathed, *fol.* 60. Had a Coach and Horſe for her uſe. *f.* 67. Beſides a Coach, he provided for her Journey a ſingle Horſe, worth 45 *l. f.* 68. and a Riding Suit worth 40 *l.* and a Horſe-furniture worth 40 *l.* more. *l. B. f.* 68.

That ſhe abſolutely refuſed to keep me Company into the Country, but would rather ſtay with her Aunt *Williamſon*, *l. C. fol.* 13.

That I gave 100 *l.* to Serjeant *Middleton*, the Serjeant to the Lords Commiſſioners, and Mr. *Paunceſoot*, a Clerk to ſeveral Committees, to perſwade her to go with me, *l. A. f.* 8.

That ſhe refuſed notwithſtanding, *l. A. f. C.*

And for her Reception, I immediately declared in my anſwer, my Willingneſs to receive her, and cohabite with her, and provide her all Neceſſaries and Conveniences whatſoever.

To the Objection which follows in the Petition, That my Uſage was Cruel.

'*Twas Depoſed*,

That I ever expreſſed much Love towards her, and was an Indulgent Husband, *l. A. f.* 18. 39. *fol.* 2. *l. B. f.* 3. *f.* 48. *l. C. f.* 10, 12, 19.

That I ever ſhewed a Willingneſs to pleaſure her in any thing, *l. B. f.* 63.

That the ſqueezing her by the arms, was but the holding of her, when ſhe attempted to run from me, intreating her with all fair words to ſtay, *l. B. f.* 82.

To the third Charge, That I had given her foul Diſeaſes, (meaning the *Pox*) 'twas not only Depoſed, that I was then free, but upon the Search of my Body, (which I voluntarily did deſire might be done by able and honeſt Phyſicians) but there was not the leaſt Sign or Symptom that I ever had that foul Diſeaſe. *l. B. f.* 35, 36. *l. C. f.* 4. And at that time that this was reported, ſhe her ſelf was free from it, *l. B f.* 37.

And for my further Vindication herein, I beſeech your Highneſs to read but theſe two Certificates under Oath of three eminent Doctors, and one Chyrurgion; the Preſident of the College of *London*, Dr. *Pruſian*, Dr. *Wedderburn*, Dr. *Nurſe*, and Mr. *Boon*.

WE whoſe Names are hereunto ſubſcribed, do certifie, That Thomas Ivie *Eſq; (upon a ſcandalous Petition exhibited againſt him by* Theodoſia *his Wife) that he had infected her with that foul Diſeaſe the Pox (as the ſaid Mr.* Ivie *informed us) did deſire us, and voluntary offer himſelf to be ſearched by us concerning the ſame. Whereupon, upon ſearch, and view, had of his naked Body, we find, That Mr.* Ivie *is not only free from the ſaid Diſeaſe, but ſo free from it, that we cannot perceive that he was ever tainted therewith. Witneſs our hands,*

London 30 May,
1651:

Francis Pruican, *Preſident of the College of Phyſicians in* London.
Thomas Nurſe, *M. D.*
Hen. Boon, *Chyrurgion.*

WE whoſe Names are hereunto ſubſcribed, do certifie, That about the Month of June *laſt* 1650. *upon the ſcandalous report publiſhed of* Thomas Ivie *Eſq; who lately before had married* Theodoſia *Daughter of* John Stepkins *Eſq; that he had the foul Diſeaſe of the Pox, and had given it unto his Wife, That at the requeſt of the ſaid Mr.* Ivie, *by Examinations and Anſwers given by him, and others having Intereſt, we did find that the ſaid Mr.* Ivie *was clear of the ſame Diſeaſe, and had no Symptoms or Token thereof. Alſo we (upon Examination of the ſaid Mr.* Ivie*) did find him to be clear of the ſaid Diſeaſe at that time, Witneſs our hands,*

London 30 May,
1651.

Thomas Nurſe, *M. D.*
Jo. Wedderburne, *M. D.*
Hen. Boon, *Chyrurgion.*

Beſides all this (that there might be nothing wanting to make out the Integrity of my Soul, and the Clearneſs of my Conſcience, before all the World) I did voluntarily (for the Court compels none in theſe Caſes to return an anſwer upon Oath) make this Affidavit before a Maſter in Chancery, and at the next opportunity of participating of the Sacrament, immediately before I touched thoſe Sacred Elements, did declare and avouch the Oath, which I had taken, to be unfeignedly true, without any Equivocation, or mental Reſervation whatſoever; and did thereupon print and publiſh it to the World, as followeth.

Thomas Ivie *of* Malmsbury *in the County of* Wilts, *Eſquire, and Husband to* Theodoſia Ivie, *late Widdow of* George Garret *deceaſed, and Daughter of* John Stepkins *Eſquire, deceaſed, maketh Oath,* &c.

HAving often with Grief and Anguiſh of Mind, conſidered thoſe many Scandals and Aſperſions which have been laid upon me by my own Wife, from whom my Soul once expected as much Happineſs, as could be hoped for in a Conjugal Eſtate; and finding how eaſie the Minds of many Perſons, and thoſe of Quality too, have been, not only to give an Ear, but a Faith alſo, to thoſe abominable Reports, which ſhe and her Abettors have raiſed and fomented, utterly to aboliſh (if in their power) my Reputation, either as a Gentleman, or a Chriſtian; both which (I truſt) have been honourably preſerved with much Conſtancy and Fidelity amongſt thouſands of Perſons in thoſe places where I have had long abode; leſt I might be adjudged guilty in thoſe things, which are only private to our ſelves, and which cannot admit of any Proof or Witneſs on either ſide, her perſonal and ſingle Affirmation, being the only Argument to induce the World to the belief of ſo vile and inhumane Actions; I have thought it moſt neceſſary, beſides theſe Proofs which are taken in Chancery, to vindicate my Innocency, not only with a bare Negation, but with ſuch a one as is ratified with the Solemnity of an Oath: This I do the rather, becauſe in theſe unhappy Caſes between the Husband and the Wife, the Anſwers which are returned to the Petition, are not depoſed to, as in other Proceedings in *Chancery*, neither can I content my ſelf to ſtop here, but am willing to give the higheſt Satisfaction that a Chriſtian can expect on Earth, and ſhall therefore chooſe ſuch a time as the receiving of the moſt precious Body and Blood of my Saviour Jeſus Chriſt (of which with all Humility this day, having ſtrictly examined my own Heart, I intend to participate) as to declare my Innocency thereupon to thoſe principal points which are objected unto me by my Wife: Were there any other Waters of Tryal under the Goſpel, as there was under the Law, I could moſt ſafely adventure the drinking of them to clear my ſelf before the World: But this, I hope, will give a plenary Satisfaction to all Godly and Conſciencious Perſons, who (if ever) will give Credit to the words of an afflicted Spirit, will now do it, after ſuch a ſolemn ſort.

And I do firſt upon my Oath ſay and affirm, that I have been ſo far from Acting and Committing that foul Sin of Sodomy upon her Body, that I never had within my Breaſt the leaſt inclination or deſire to ſo vile and abominable a thing; neither did I ever attempt to perſwade her by fair Words and Inticements, or to move her by Threats, or ever uſed the leaſt force or ſtruggling with her to compaſs any ſuch Baſe or Heatheniſh Deſign, as ſhe moſt falſly and opprobriouſly charged me with.

And moreover, whereas on a certain night ſhe was neceſſitated, in Preſervation of her Life, as ſhe had ſuggeſted to the Lords Commiſſioners, and ſeveral others, to leap out of the Bed from me, to cry out, *Murther, Murther*; alleging, that I offered Violence unto her by pinching, beating, and ſtriking: Now I do proteſt and depoſe before Almighty God, that this was done without any ſuch Provocation, even in the leaſt meaſure; Nay at the ſame time, while ſhe was attempting to leave my Houſe, and running to her Fathers, I uſed all the friendly and kind Perſwaſions which I could expreſs to detain her, and only holding her by the Arm, without the leaſt hurt as I believe, I often repeated my hearty Sollicitations unto her to remain with me: But I do really believe, upon the conſideration of ſeveral Circumſtances and Paſſages ſince that time, that both her Out-cry, and her Subſequent Behaviour was deſign'd before that

night. If any thing at that time might be look'd on as a ſhadow to juſtifie her Proceedings, it was this, That a little before ſhe leap'd out of the Bed (amongſt other Diſcourſes) I intimated a Diſlike of her Carriage, which was obſerved by others, towards one who pretended to be her Phyſician; This, and this only, was all the Cauſe and Occaſion (if this be any) of her forſaking me at that time. And for all other times whatſoever, I do affirm upon Oath, that I never gave her the leaſt ſtroak in my Life, or ever did ſo much as pinch her in Jeſt, to the beſt of my remembrance, or did ever directly or indirectly, let fall from my mouth any kinds of Threats whatſoever.

And I do further Swear, That until ſuch time as ſhe exhibited that foul and ſcandalous Petition to the Lords Commiſſioners, that I lov'd her unfeignedly, reſpected and eſteemed her above all Creatures in the World; and as I laid down my *Fortune* at her feet when I firſt married her, ſo would I have laid down my *Life* too, for her Good and Preſervation. Nay, I do allege further upon my Oath, that notwithſtanding that ſcandalous and falſe Petition exhibited againſt me in purſuance of her malicious Deſigns, ſhe had examined Witneſſes to defame me; yet out of Chriſtian and tender Conſideration of the Relation wherein I ſtood towards her, as a Husband, I was willing from my Heart, and did endeavour (by the ſeveral means of Perſons of Quality, allied both to my ſelf and her) to compoſe all Differences, that we might for the future Cohabit together in Peace and Content; and not to regard any Aſperſions which ſhe and all her Witneſſes, being there examined, had caſt upon me, not to retaliate in the leaſt meaſure, ſtill deferring the Examination of my Witneſſes againſt her, and attending whether it would pleaſe the Lord to give her a ſight of the Error of her way, and to return her home to her Husband, who was moſt willing to receive her.

As to that Aſperſion caſt upon me, That I committed Folly with her Servant *Jane Gilbert*, though I need not ſay much to it, the Maid her ſelf, and other credible Witneſſes, having clear'd me in that point, both in Court, and on her Death-bed; and convinced the World of the horrid and unheard-of Practices of her and her Abettors, in abuſing and expoſing the Body of the ſaid *Jane* to the View and Search of ſeveral Men, and ſuborning her to give in Teſtimony againſt me; yet that the World may know the Integrity of my Soul in this alſo, I do further Swear, That I never entertain'd within me the leaſt thought of corrupting her Chaſtity, or did ever commit any unlawful or diſhonourable Action with her, from the time I knew her to this day.

And laſtly, Whereas I am charged by my Wife to have ſuborned ſeveral Witneſſes againſt her, and particularly one *Holdſworth*; I call the Lord to bear me Record in this alſo, and do upon my Oath affirm, That I did never directly or indirectly, procure any Witneſſes againſt her to teſtifie farther than the truth of the thing, what he or ſhe would knowingly and ſafely, without breach of Faith or good Conſcience, Depoſe.

True it is, that *Holdſworth* being imployed as a Bayliff to arreſt me at the Suit of my Wifes Taylor, for a conſiderable Sum of Money, which ſhe her ſelf was indebted for, and behaving himſelf civilly towards me, I gave him five Shillings, and for no other end or purpoſe; And upon my Oath, I proteſt, that I never had any ſuch Communication or Diſcourſe with the ſaid *Holdſworth*, to any ſuch intent or purpoſe, as he hath moſt maliciouſly depoſed againſt me.

Sworn Auguſt the 4th 1652.

Thomas Ivie. Thomas Benet.

WE whoſe Names are hereunto ſubſcribed, do Certifie that this is a true Copy of the Oath, which Mr. Thomas Ivie *did take before Dr.* Benet, *a Maſter in Chancery, which alſo he avouched to be truth before and after his receiving of the Sacrament, which he received ſince his laſt dangerous Sickneſs: As witneſs our hands the 6th of* Auguſt 1652.

Nic. Bernard, *Doctor of Divinity.*
John Baber, *Doctor of Phyſick.*

Thus much (and I think more cannot be expected or done by a Man) was offered for my perſonal Vindication; and that it may be viſible unto your Highneſs, with what Perſons I have dealt withal: I ſhall ſummarily recite the heads of thoſe Proofs, which were made concerning this Wife who begged *Alimony*; and ſhew your Highneſs the blazing Star, which enlightned her in theſe deſtructive ways to both our Ruins (I mean her Aunt *Williamſon*) concerning whom 'twas Sworn,

That Mrs. *Williamſon* did ever abuſe Mr. *Ivie*, and was an Incendiary between him and his Wife, and the chief Cauſer and Promoter of the Differences and Breaches between them, *l. A. f. C. l. f.* 79. *l. C. f.* 18. *f.* 19. 27, 38.

That Mrs. *Williamſon* perſwaded Mrs. *Ivie* not to go into the Country with her Husband, *l. A. f.* 60.

That Mrs. *Williamſon* ſeveral times ſpoke ſcandalous, opprobrious, and diſdainful Speeches (againſt Mr. *Ivie*) to his Wife, *l. A. f.* 51. *l. B. f.* 12.

That Mrs. *Williamſon* ſaid Mr. *Ivie* had the Pox, and had given his Wife the Pox, *l. A. f.* 52. *l.* 3. *f.* 13, 14.

That Mrs. *Williamſon* reported that Mr. *Ivie* had bugger'd his Wife, *l. A. f.* 52.

That Mrs. *Williamſon* reported, that he had got *Jane Gilbert* (his Wifes Servant) with Child, *ib.*

That Mrs. *Williamſon* told Mr. *Ivie* (who by reaſon of her ill name had forbid his Wife to keep her company) that ſhe would keep his Wife company in ſpight of his Teeth, *l. A. f.* 60. 59.

That Mrs. *Williamſon* told Mrs. *Ivie*, that when ſhe was ſeparated from her Husband, ſhe would enforce *Alimony* from her Husband for her, *l. A. f.* 61.

That Mrs. *Williamſon* told Mrs. *Ivie*, that when ſhe was ſeparated from her Husband, they would live together, *l. A. f.* 62.

That Mrs. *Williamſon* brought to Mrs. *Ivie* a lock of *Snelling's* Hair, *l. B. fol.* 27. of which ſhe made a Bracelet, ſet it with Ribbans, and wore it on her wriſt, *l. C. f.* 29.

That

That Mrs. *Williamſon* bid her wear it next her heart, *l. B. f* 30.

That Mrs. *Williamſon* encouraged Mrs. *Ivie* to give her Husband baſe language, *l. C. f.* 31. and told her, ſhe did well therein, *l. C. f.* 32.

That Mrs *Ivy* relating, how She had given her Husband ill words,

Mrs. *Williamſon* run unto her, and told her 'twas well done, *l. C. f.* 33.

That Mrs. *Williamſon* received the Goods, which were embezzled from Mr. *Ivy* by his Wife, *l. B. f.* 40.

That Mrs. *Williamſon* ſollicitated Mrs. *Ivy*, to let *Snelling* lie down with her on a Bed; (and when ſhe had effected it) went out of the Chamber; and left M. *Wheatly* to keep the door, *l. C. f.* 43, 44, 45.

That Mrs. *Williamſon* encouraged Mrs. *Ivy*, not to give any Acounts of moneys which She had received from her Husband; Telling her, what was her Husbands, was her own, and why ſhould ſhe account for her own, *l. cf.* 58. *l. A. f.* 61.

That Mrs. *Williamſon* lived in a houſe of ill fame in a little blind Alley, *l. C. f.* 72.

That Mrs. *Williamſon* ſeldom lives with her own Husband, *l. C. f.* 79.

That Mrs. *Williamſon* made *Snelling* a Favourite of Mrs. *Ivies*; and that ſhe not only perſwaded Mrs. *Ivy*, but cry'd out unto her to lie down on the bed with the ſaid *Snelling*, *l. C. f.* 83.

That Mrs. *Williamſon* called Mr. *Ivy* Clown, and Fool; and adviſed Mrs. *Ivy* not to go with him into the Country, *l. C. f.* 13. And that he was an ugly fellow, *l. C. f.* 20.

That Mrs. *Williamſon* carried Letters for Mrs. *Ivy* to her Gallants, *l. C. f.* 16.

That Mrs. *Williamſon* ſaid, She hated Mr. *Ivies* child, becauſe 'twas his, *l. C. f.* 21.

That Mrs. *Williamſon* brought Mr. *Snelling* to Mr. *Ivies* houſe, after he had forbid him, *l. C. f.* 21.

That Mrs. *Williamſon* (the very next day after Mr. *Ivie* married his ſaid Wife) made horns and mouths at him behind his back, *l. C. f.* 21.

That Mrs. *Williamſon* reported that Mr. *Ivie* had a Whore, and it being replyed, that 'twas hard to prove any ſuch thing; ſhe anſwered, that ſhe would hire a Whore to lie with him, and take him in the fact, and ſo obtain *Alimony* for Mrs. *Ivie*, *l. C. f.* 26, 38.

That when Mrs. *Ivie* ſaid, ſhe ſhould love her Husband very well; Mrs. *Williamſon* replyed, that if ſhe ſhould love her Husband ſo well, they ſhould be all undone, *l. C. f.* 26.

That a Fortune-woman looking in Mrs. *Ivies* hand, and telling her, that ſhe and her Husband ſhould live long together, immediately thereupon Mrs. *Williamſon* wiſh'd her hang'd for her news, *l. C. f.* 25.

That Mrs *Ivie* telling Mrs. *Williamſon*, that her Husband gave her ſo good words, that ſhe knew not what to do, (meaning, whether ſhe ſhould proceed in the plot againſt him) at which Mrs. *Williamſon* anſwered, *Hang him Rogue, Damn him Rogue*, *l. A. f.* 52.

How horrid the actions of this Perſon have been, in ſome meaſure is laid open; but how contagious the converſation (of this monſtrous and unchriſtian wretch) is, will be too ſadly and experimentally demonſtrated by theſe following Depoſitions concerning my Wife and her ſelf; about whom 'twas ſworn.

That notwithſtanding the great Eſtate I had ſetled upon her, and the vaſt ſumms of money I had expended for her uſe and ornament, which any one would think, (had been enough to have purchaſed a common Gratitude and Civility to a Husband) ſhe immediately after our marriage ſlighted me to my face, never returned, in the leaſt meaſure, any reciprocal affection, *l. A. f.* 39.

1. That immediately after our marriage, ſhe held correſpondency with Sir *William Kilegrews* Son, under the name of *Ornaldo*, called her ſelf *Callis*, *l. C. f.* 15.

2. That the ſaid *Killigrew* confeſſed upon his own Oath four Letters that he had ſent her, and always writ himſelf *Ornaldo*, and her *Callis*, *Kill.* own Depoſit.

3. That ſhe admitted both Sir *William Killigrew* and his Son her Corrivals; and that young *Killigrew* threatned to kill his Father, and her Husband alſo, *l. c. f.* 15.

4. That Sir *William Killigrew* chid Mrs. *Williamſon* for ſuffering his Son to be ſo familiar with Mrs. *Ivie*, *l. C. f.* 15.

5. That Mrs. *Ivie* (under the name of *Callis*) promiſed to *Ornaldo* a Courteſie, *l. C. f.* 15.

6. That Mrs. *Williamſon* was uſed to carry Letters between them, *l. C. f.* 16.

7. That if Mr. *Ivie* did carry her into the Country without her conſent, *Ornaldo* would piſtol him, *l. C. f.* 16.

8. That ſhe received Letters, and held Correſpondency with one Mr. *Snelling*, whom Mr. *Ivie* had forbid his Wives Company and houſe, and forbad her likewiſe to receive him, *l. C. f.* 15.

9. That Mrs. *Williamſon* brought in Mr. *Snelling* to Mr. *Ivies* houſe, (after that he had forbad them both) and Mrs. *Ivie* received them, *l. C. f.* 2. *f.* 18. *l. B.* 79.

10. That Mrs. *Ivie* went abroad after her Husband was in bed, to meet Mr. *Snelling* at Mrs. *Williamſons* houſe; and both Mr. *Snelling*, and Mrs. *Williamſon* brought her home to her Husbands door, which was about 12 a clock at night, *l. C. f.* 27.

11. That Mrs. *Ivie* going out of her Bed-chamber after Mr. *Ivie* was in bed, and being asked by him whither ſhe was going? replyed, that ſhe was retiring to her devotion, but went to Mrs. *Williamſon*, *l. C. f.* 23.

12. That ſhe was with Mrs. *Williamſon* and *Snelling*, (who lay there by the name of *Clerk*) a whole day, at the Sugar-Loaf in *Long-Acre* (a ſuſpected houſe,) *l. C. f.* 11. *l. C. f.* 25.

13. That ſhe was frequently converſant with *Snelling*, *l. C. f.* 74. *f.* 22.

14. That Mrs. *Ivie* met with *Snelling* at a Cooks houſe of ill Report in a blind Alley in St. *Martins* Lane, *l. C. f* 76.

15. That Mrs. *Ivie* lodged and abode there, out of her husbands houſe, many days and nights together, *l. C. f.* 72.

16. That ſhe refuſed to return to her Husband, when he ſent for her, *l. C. f.* 73.

17. That

17. That ſhe being asked by her Husband at any time (when ſhe returned home) where ſhe had been, refuſed to anſwer, *l. C. f.* 77.

18. That *Snelling* had ſpent a 1000 l. on Mrs *Ivie*, and Mrs *Williamſon*, *B. f.* 26.

19. That *Snelling* came up into Mr. *Ivies* Bed-Chamber with a Piſtol in his Pocket, and queſtioned him (before his Wife) for forbidding him his Houſe, *l. C. f.* 23.

That *Snelling* would defend her with Pen and Sword, *l C. f.* 23.

20. That *Snelling* came often to Mrs. *Ivie*, when her Husband was out of town, *l. C. f.* 22.

21. That *Snelling* was frequently private with her in her Bed-Chamber, *l. C. f.* 23.

22. That ſhe lay out of her Houſe, when her Husband was out of town, *l. A. f.* 40.

23. That when her Husband was out of Town, ſhe made a great Feaſt for Mr. *Snelling*, Mrs *Williamſon*, Mrs *Wheatly*, Mrs. *Nowell*; All three notoriouſly known to be ——— *l. A. f.* 42. At this time the Plot for *Alimony*, and the practices upon *Jane Gilbert* (which coſt her, her life) were in probability contrived.

24. That Mrs. *Ivie* ſent to *Lilly*, who (amongſt other things) returned this *Caution* to beware of two Women, deſcribing Mrs. *Williamſon*, and her Companion Mrs. *Wheatly*, *l. A. f.* 57.

25. That ſhe often ſent to *Fortune-Tellers*, and particularly to one Mrs. *Nowell* aforeſaid (lately Cook maid to my Lady *Cunny*) *l. A. f.* 58. *l. C. f.* 33, 34, 35.

All that ſhe enquired of theſe Wizards, was to know how long I ſhould live.

26. That when Mrs. *Ivie* was ſeparated from her Husband, then ſhe and Mrs. *Williamſon* would live together, *l. A. f.* 62.

27. That Mrs. *Ivie* her ſelf laid Copperis in the Window, and gave out in ſpeeches that her Husband had laid Poyſon there, *l. A. f.* 53.

28. That her Chirurgion, (being asked how ſhe did, after he had viſited her,) ſaid that her hair came off, and ſhook his head ; And that he had made her an Iſſue, *l. A. f.* 62, 63.

This was above ſix months after ſhe had left me.

29. That ſhe immodeſtly ſaid before two, *viz.* *Snelling* and *Killigrew*, that her firſt Husband had done the part of a man, twelve times the marriage night, But that this Husband had done but eight.

30. That ſhe was two familiar with her own Father, his hands were ſeen under her Coats, *l. C. f.* 18.

31. That Mrs. *Ivies* Father was often in bed with her, *l. C. f.* 20.

32. That ſhe gave 100 l. to her Brother, and promiſed to keep his Wife, in caſe he would murder her Husband ; and procured from the *Council of State* a Paſs to carry him beyond Seas, after the murder was executed.

This was proved in the upper Bench the Term, before my Lord Chief Juſtice *Roles*; and ſhe was Bound over to the good Behaviour: The Paſs was there produced, and is now in my Cuſtody.

Beſides theſe ſhort intimations, many foul and horrid ſtories (could I have produced) of Deſigns for my Deſtruction: but becauſe I was not able to make out clear and evident proofs of them, I was unwilling either to trouble the Court, or diſturb my own thoughts, with any thing leſs than Realities and Demonſtrations.

One Hiſtory, or rather a Diſmal *Tragedy*, acted by my Wife, Mrs. *Williamſon*, and their conſpiracy, was with all its Circumſtances, ſo clearly delineated in the Depoſitions, that I ſhould wrong my Cauſe, ſhould I not relate this alſo: and perhaps few *Romance's* or *Guſman* himſelf can parallel it.

It being reſolved at the Feaſt, (which was held at my houſe, when I was in the Country) by my Wife, Mrs. *VVilliamſon*, Mrs. *VVheatly*, and Mrs. *Nowells* (being the Perſons) for whom that Treatment was provided; That though the Scandals of *Sodome* were ſufficiently high, which had been divulged againſt me; and would render me odious to the World: Yet ſeeing 'twas but a matter of *Fact* between us two in private, which could not be proved more, than by her ſingle affirmation; and that her own Midwife (having ſearch'd her for that very purpoſe) had ſo ſtreight a Conſcience, that ſhe would not ſwear that my Wife had been injured in thoſe parts ; Did thereupon conclude, that ſome other way muſt be found out, which might admit of *Teſtimonies* ; otherwiſe, they ſuſpected, my Wife could hardly obtain *Alimony*, or procure a *ſeparation* from me.

Hereupon it ſeems, This Plot was afterwards put in execution upon *Jane Gilbert* : Its proved, *l. C. f.* 115.

This Wench they picht upon to be the Inſtrument of their Deſign, becauſe ſhe being actually a Servant in my Houſe, it might be thought very eaſie for me to find an opportunity to lie with her; and being alſo of a ſickly diſpoſition, it would be no difficult thing to raiſe a ſuſpition, that ſhe might poſſibly be with Child, eſpecially, being not well recovered of the Dreggs of the Small Pox, which ſhe had had a little before.

Hereupon Mrs. *VVilliamſon* (that ſhe might the better colour her Intention privately) carried this Maids water unto one, whom they call *Trigg*, a Shoo-maker (as I have heard) by Trade, and enquired of him, whether the Party that made this Water, were not with Child ?

Trigg (having good Inſtructions, and doubtleſs a large Fee) Ordered Mrs. *VVilliamſon* to bring the ſaid *Jane Gilbert* unto him, and he would ſearch her.

At her return home to my Wife, there was a new conſult, how they might carry the Maid to *Trigg*, and make her willing to be ſearched ? leave that to me (ſaid my Wife) and immediately went unto *Jane Gilbert*, and ſaid, *Jenny*, my Father hath ſent for my Aunt *VVilliamſon* and me to Breakfaſt to morrow morning, and hath commanded me to bring thee with us, becauſe he hath provided a Diſh of *Milk and Eggs*, that which he knows thou doſt dearly love: and the maid little ſuſpecting any miſchief, couch'd under this pretended Kindneſs) thank'd her Miſtreſs ; but by reaſon of the many cloaths ſhe had to ſteel and ſtarch againſt the Morrow, (being *Sabbath-day*) was willing to be excuſed : Nay, *Jenny*, replyed my Wife, you muſt and ſhall go; for I know my Father will be angry, if we bring you not.

So

So a Coach being call'd, my Wife, Mrs. *Williamson*, and the Maid went to Mr. *Stepkins* house, but neither found him, nor the *Milk and Eggs*: Ah, quoth Mrs. *Williamson*, are we serv'd so? we'll make a mornings work of it, now we are out; methinks I have a rumbling in my Guts, pray let us go to Doctor *Trigg*; Agreed, said my Wife; and as they were passing from Mr. *Stepkins* to *Trigg's* house, my Wife and Mr. *Williamson* (being very frolick) began to jest with the said *Jane Gilbert*, and perswaded her to make *Trigg* believe, she was a new married Woman, and so that would put a Trick upon the Doctor his skill.

After they were all arrived in the Doctors presence, Mrs. *Williamson* made a private address unto him, and pretended to have acquainted him with the pain in her Guts. But having ended her Tale in private, What think you, said she, of yonder new married Wife? *Trigg* (having felt her Pulse, and bid her spit once or twice) told her, she was *Splenetick*, Like enough that, quoth Mrs. *Williamson*; But is she not breeding Doctor? Yes, I warrant you, said he; so the wench turning about, and smiling, was bid go out by Mrs. *Williamson*, (that she and her Mistress might have some private Discourse with *Trigg*, about the Drink which they had given her) which she did accordingly, whilst her Mistress, Mrs. *Williamson* and *Trigg* held a long Conference together; when this *Scene* was over, All returned home.

About three or four days after the said *Jane Gilbert*, having been promised leave by my Wife to go visit her Friends in the Country, for the Recovery of her health, my Wife took her into her Chamber, and said, Ah *Jenny*, But I have somewhat more to tell you, and thereupon shut the Chamber door, none being present but them two, and Mrs. *Williamson*,) 'Tis commonly reported, *Jenny*, quoth my Wife, that you are with Child, and 'tis my desire to have it clear'd: Tush, said Mrs. *Williamson*, if it be so, I warrant you 'tis by the Best in the house; (meaning my self) Let us know it, for we can, and will conceal it, and so dispose things, that it shall never be a discredit, or disgrace unto her; Nay, if she will confess that she was with Child, they would provide for her; But said they, if you will refuse to let us know it, and go into the Country, we will Report, that you are gone to take some Physick to destroy the Child.

The Maid now considering what snare they had brought her into, by going to *Trigg*, (as aforesaid) being perswaded to act the part of a new married Woman, was astonished at this Surprizal, and cryed out, the Lord protect me, for I am very innocent from any such thing; and withal my heart, said she, will I do any thing, that may give you satisfaction, or clear my self from this Scandal.

Look here, saith my Wife to her, my Father hath sent me a Letter, where he says, That Doctor *Trigg* says that you are certainly with Child; and if you will not confess, you must be whipped in *Bridewell*.

As they were thus Discoursing, (often intimating that 'twas their Design to make this Maid confess her self with Child by me) in came Mrs. *Sessions*, my Wives Midwife, whom she perswaded to search *Jane Gilbert*, which she willingly submitted unto; and the Midwife (in her presence) acquitted her from being with Child.

Hereupon my Wife commanding some tears from her Eyes, wept passionately (as she seemed) and breaking into great Passion, said, Ah *Jenny*, have I loved and entertained thee thus long, been as kind to thee, and as tender of thy good, as if thou wert my own Child, and canst thou conceal any thing from me? Doubtless thou art with Child; and therefore come, put on your mask, for you shall once more to Doctor *Trigg*, who understands these things better than any Midwife; and he will prove you to be with Child: And that you may not think I have any Plot upon you, (that Objection was very strong within her) put on your mask, (that the Doctor may not know your face again) and fetch your Water; and Mrs. *Sessions* shall go with you.

The Maid being perplexed in mind, and far from any of her Friends, knew not what to do in this condition: But being urged by her Mistress went again with the Midwife.

After the Midwife had given *Trigg* her Water, and discourst with him privately; he called to *Jane Gilbert*, and bid her go up stairs with him: But the poor Wench (not knowing which to prefer, her *Modesty* or *Innocency*) refused to go with him; until at length (being clamour'd at, and absolutely forced up to his Chamber) she was necessitated to follow him: Where *Trigg* began to acquaint her, that her Mistress Mrs. *Ivie*, had told him, that she had been too familiar with her Master, and therefore he must search her: And did thereupon (in a most rude and violent manner) force his hands under her Coats, to her naked Body; and did use her in a most abominable way, *&c.*

And when he had effected his business, he told the Midwife that she was with Child; though the Maid absolutely and earnestly denyed the same.

Hereupon they left *Trigg*, and returned to my Wife, who having heard the Relation from Mrs. *Sessions*, what had been done (being totally unsatisfied) caused her to be carryed to another Physician, Dr. *Hinchley*, and shewed him the Water; and desired him also to search her in like manner: But his *Verdict* was unlike that of the (*Mountebank*) *Trigg*; for he peremptorily avouch'd she was not with Child.

Notwithstanding all this could not satisfie the aim of my Wife, and Mrs. *Williamson*: But once more she must expose her Nakedness to the search of another Doctor, a Man-midwife, Dr. *Hinton*, who in like manner, as Dr. *Hinchley* (notwithstanding Mrs. *Williamson* and my Wife did earnestly sollicite him to attest that she was with Child) acquitted her from being with Child; and would justifie her to be a Virgin.

These two *Testimonies* did no way forward their Design, for by this means, all the pains in Threatnings and Persuasions, (to acknowledge her self with Child by me) began to undervalued, by how much the more the said *Jane Gilbert* had been acquitted by the two Doctors and Midwife, and accused only by that *Ignorant Quack Trigg*.

And therefore seeing the Wench was so obstinate that she would not comply with them, (and least at my return she might discover this unto me) a new Project was set on foot, so to terrifie the Wench, that she might leave *London* immediately.

And thereupon they came unto her, and told her, that Mr. *Stepkins*, my Wifes Father, would do her a notorious *Mischief* if she would not acknowledge her self with Child: Mrs. *Williamson* advised the Maid to go for a while into the Country, until Mr. *Stepkins*'s Anger was over.

Upon this account she was sent away to her Father's House in *Hertfordshire*, where immediately after her arrival, she received a Letter from my Wife, that her Father *Stepkins* was so incensed against her, that he would not suffer her any longer to live with my Wife.

Notwithstanding the great love she bore, she would not leave her destitute of a Service, but would provide a convenient Place for her.

Scarce eight days had passed, but down comes Mrs. *Williamson* to her (pretending she had been at *Cambridge*) and came out of her way on purpose to see her; Though 'twas evident she came directly from *London* to the said *Jane Gilbert*.

Insomuch that the Maid suspected some farther ill towards her (having been formerly so abused) but parling together about former Passages, The Maid asked Mrs. *Williamson*, what Ill she had deserved from her Mistress, that she should be so disgraced as she had been; and though she found her guiltless, she should now be put away? Well, quoth the Maid, by God's help I will be to morrow in *London*, and will endeavour to right my self from these Aspersions.

Whereupon she found the end of Mrs. *Williamson*'s Journey (was to hinder the Maid from coming to *London*) (because I was the day before arrived out of the Country) left she should see me, and discover what had been done unto her, in order to make her confess that I lay with her, and that she was with Child by me.

Mrs. *Williamson* now perceiving that the said *Jane Gilbert* was resolved to make a stir in this foul Business, returned with all speed to my Wife, and wished her to think of a way how to hinder her from speaking with me.

The next day, as soon as the said *Jane Gilbert* came to my House, my Wife met her at the Door, and giving her many good words, perswaded her to take a Lodging near that place, (and change her name) and that she would pay for it.

The Maid (very much troubled at this usage) was very pressing to know what Offence she had ever given her: Truly, quoth my Wife, Sweet *Jenny*, I love thee most dearly; But the Truth of all is, my Husband and his Friends give out, that 'tis unfit for me to keep a Gentlewoman to wait upon me, besides common Servants; and that 'twas their Envy towards her, and therefore she must be gone: But withal assur'd her, that she would provide a convenient place for her.

My Wife now thought, that she had (by this Trick) made the Maid believe me to be the sole cause of her turning away, and sufficiently exasperated her against me; yet did not despair of a Compliance from her, and therefore said, For my part, I am content you stay this night, (that she might farther try her) and to morrow thou shalt have another Lodging look'd out for thee.

But my Wife understanding the next Morning, that I began to parle with the Maid about the passages aforesaid, (which indeed were communicated to me in the Country) knockt very furiously for her to come up into her Chamber; and commanded her immediately to leave the House, and would not suffer her to speak any more to me.

Whereupon she went to one Mr. *Price*'s House, a Brother of one of her Fellow-servants, and lay there privately, (as she thought) but 'twas made known to my Wife, who immediately sent a Maid to sound of what Temper she was, and how she stood affected towards her: And it being return'd, that she was full of Disdain and Passion, by reason of the aforesaid Practices against her; and that she would forthwith send for her Trunks, they were immediately seized upon by my Wife, and locked up in her Closet.

Notwithstanding, upon this Report, the Maid did not send, but came her self to demand her Trunks; and I seeing of her in the House, began to ask again, why she went away, and upon what occasion that Searching of her (by Men and Women) were? But her Mistress calling her Queane for acquainting me with it, and threatning to strike her for it, denied her the Trunks, and caused her forthwith to be sent away: And the very next day Mrs. *Williamson* and my Wife gave out in Speeches, (amongst my Family and Neighbours) that they had broke open the Trunks, and had found that she had been a Baggage, and a notorious Thief, and stollen her Goods.

And thereupon (the better to secure the Wench, either for complaining of these Abuses, or telling me the Truth of her Usage) they procured a Warrant from my Lord Chief Justice *Roles* to apprehend the Maid for her Life, (having charged her with Felony.) But finding that the Maid kept in, and that by vertue of the said Warrant, they could not enter any House to take her forth, they entered into a new Project, how the Wench might be secured (both Tongue and Person) and also, that they might seize on her wheresoever she was.

To this end Mr. *Pauncefoot* was look'd on as a fit Instrument (having Relation to the Lord President *Bradshaw*) and was desired to procure them a Warrant from the Council of State, upon Pretence that this poor Wench held Correspondency (with the Enemies of the Commonwealth) beyond Seas, and so apprehended her: By vertue of which Warrant she was seized on accordingly, and kept close Prisoner eighteen days together with great Hardships.

During this Imprisonment, a Gentleman came to this Wench from my Wife, advising her to humble her self to her Mistress, and to confess her self Guilty, and much to that purpose, but she (being Innocent) utterly refused any such Acknowledgment.

During

During this Imprisonment, many Petitions (for to be heard at the Council) did she attempt to present, but were still kept off by the means of the said *Pauncefoot*, neither could she ever be heard.

At length my Wife and Mrs. *Williamson* finding nothing could prevail (after Sorrow and Grief (in this lamentable Condition) had almost killed her, they had contrived a meeting for the Wench (by the permission of her Keeper) in *Moor-fields*; where, as soon as my Wife saw her, she fell into a deep fit of Weeping to the Wench, and told her how dearly she loved her, and that she was in perfect Friendship with her, and earnestly desired that all things (which had passed) might be forgotten; promising withal, (that in a very short time) she would abundantly express, how sensible she had been of her late Sufferings.

Hereupon my Wife, without ever acquainting or procuring their Order for her Freedom, (only giving the Messenger of the Council of State 20 *l.*) caused the Maid by her own Power (by which it seems she stood committed) to be set at liberty.

But very suddenly after Enlargement (her Body being quite spent, and her Mind almost distracted with Grief and Melancholy) she died; and in her Death-bed professed solemnly (that by reason of those Cruelties, which had been practised upon her by Mrs. *Williamson* and Mrs. *Ivie*; and especially by the Operation of a Potion given her by them, (which upon the words of a Dying Woman) she believed to be Poyson) That they had been the cause of her Death; and that she doubted not but that the Almighty God would require her Blood at their hands.

After these things were laid open to the Lords Commissioners for the Great Seal; I little expected that Vices should be received for Reasons; that such Abominations should have been thought worthy the Protection, not to say the Encouragement of such eminent Judges; but with Grief of Heart, and empty Purse, may I say, that I found experimentally their Chancery rather a Court of Oppression than good Conscience; nay, I have this peculiar in my Case (that after all Witnesses on both sides were examined) they never afforded me that Favour (which they omitted to none) as to command me and my Wife in Person to attend them, and to endeavour a Reconciliation between us.

This I thought hard measure, because I was informed all others had participated of that Civility from them; and the more hard, in regard my Wife had frequent and private Addresses unto them, and I was never admitted any.

The Consideration of this not only astonished me, but gave me a strong Alarm also to be very Circumspect, lest I might have as little Justice in their Sentence, as I had favour in their Proceedings.

And that on the other side, when I remembred they openly declared before my Council, that nothing should be concluded without sending for both Parties, and also their Parties; and also their Order of the 27 of *October* 1651. that they had denied her any Expences of the Suit, in regard the Merits of the Cause should be speedily heard; I could not conclude within my self, but that I should be dealt withal according to their own Rules, and Practice of all the of *England*; and that a Summons (upon a day of hearing should be first sent) e'er any Sentence pronounced, or Decree made in the Cause.

But what I often suspected, and was intimated unto me by others, I had now too much reason to believe.

For after eight Months (having all that while never received any command to wait upon their Lordships) when all my Counsel was out of Town, *July* 24. 1652. (Her Counsel Mr. *Vincent*, and Lieut. Col. *Zanchey*, her Sollicitor, with a Sword by his side) presented unto the Lords Commissioners, a final Decree ready drawn; (it not being first perused by Counsel of my side, as by the Rules of the Court it ought to have been) for no less than 300 *l. per Annum*, (a fair Sum, and enough to tempt a good Woman to be bad:) The Draught of the Order is thus.

Lords Commissioners. Saturday 24 of July 1652. Between *Theodosia Ivie* Plaintiff, and *Thomas Ivie* her Husband, Defendant.

WHereas the Plaintiff having exhibited her Petition (against the Defendant her Husband) to be relieved for Alimony, *unto which the Defendant having put in his Answer, divers Witnesses were examined by Commission, and others were (by their Lordships Directions) also examined by the Register, in the presence of Council on both sides; And for the better clearing of the Matters, and Satisfaction of their Lordships therein, their Lordships were also pleased themselves to examine several Witnesses, viva voce; And the Cause having taken up many days in hearing, (after much Debate and Pains spent herein; And upon full and deliberate hearing of what could be offered on both sides: And upon reading of the said Depositions, and of the Indenture made upon the Marriage; whereby the Estate of the Plaintiffs Father is settled upon Sir* John Brampston *Kt. and* William Booth *Esq; to the uses in the said Indenture declared:) Their Lordships were fully satisfied, that there is good cause to give Allowance for* Alimony *to the Plaintiff; And do Order, and Decree, that the Plaintiff have paid unto her the Sum of* 300 l. *by the year, which their Lordships intend to be had and raised out of the Plaintiffs Father's Estate, so settled in the said Trustees, as aforesaid, until farther Order: And do therefore Order, that the said Defendant, and the said Trustees, shall authorize, or permit and suffer the Plaintiff, or whom she shall nominate and appoint, from time to time, quietly, and without Interruption, to receive the Rents and Profits of the said Lands: And the several Tenants of the Premisses are hereby ordered to pay the same accordingly, from our Lady-day last; And the said Trustees, and the said Tenants, in so doing, are to be saved harmless by the Decree of the Court. But in case the said Lands are in a greater yearly value than the said* 300 l. per Annum, *And that the said Defendant shall at any time signifie so much unto their Lordships, And undertake and sufficiently secure the Payment of* 300 l. per Annum, *(quarterly unto the said Plaintiff) by equal Portions, to begin from our Lady-day last, then the said Defendant is hereby decreed to pay unto the said Plaintiff, the said yearly Sum of* 300 l. *accordingly, until further Order, as aforesaid: And that the said Trustees are in such Case*

to

to permit and ſuffer the ſaid Defendant, and his Aſſigns, to receive and enjoy the Rents and Profits of the ſaid Fathers Eſtate, (any thing herein contained to the contrary in any wiſe notwithſtanding.)

Rob. Dod, Deput. Regiſt.

Being advertized by a Friend of theſe irregular Proceedings, and perceiving what a Conſiderable part of my Eſtate was aimed at, I addreſſed my ſelf immediately with this Petition to the Lords Commiſſioners, *Auguſt* 19.

To the Right Honourable, &c.

The Humble Petition of *Thomas Ivie* Defendant, Husband to *Theodoſia Ivie*, Plaintiff.

Sheweth,

THat ſeveral Papers have been brought to your Petitioner, intituled as Orders from your Lordſhips, but without any Subſcription of the Regiſter, or his Deputy.

That at the end of one of the ſaid Papers 'tis mentioned, that unleſs cauſe (at the next Privy Seal) be ſhewn to this Court to the contrary by the Defendant, That 300 *l.* per Annum, *therein mentioned, ſhall be decreed: But on what day the next Privy Seal will be, or in what place, is not expreſſed in the ſaid Paper; Neither can your Petitioner (by all poſſible means and induſtry) find when and where he may attend your Lordſhips.*

Inſomuch, that your Petitioner hath juſt Ground to fear (if any ſuch Order be) either he may be ſurprized, or a Decree might paſs againſt him, without his Knowledge of the time, wherein he might make his juſt Defence, eſpecially all his Papers being at preſent in the Cuſtody of his Sollicitor, Mr. Cox, *who is not in Town.*

In tender Conſideration whereof, may it pleaſe your Honours to declare, whether any ſuch Order was made by the Court; and at what time and place your Lordſhips have or will be pleaſed, peremptorily to appoint, to hear the Defence of your Petitioner, who with all humility and willingneſs, will attend your Lordſhips; Hoping by God's aſſiſtance, to give a full Demonſtration of his Innocency and Integrity; and to wipe off all the foul Aſperſions whatſoever, which have been caſt upon him, to ruine both his Perſon and Eſtate.

And your Petitioner ſhall ever pray, &c.

All the Return (that I could obtain from the Lords Commiſſioners) unto the ſaid Petition, was this; *Let Mr.* Ivie *attend us, to ſhew us Cauſe, according to the laſt Order, on* Tueſday *next.* 19th of Auguſt 1652.

B. Whitlock,
R. Keeble,
J. Liſle.

On the *Tueſday* following I did attend in Perſon, but without any Counſel; all being in the Circuits with the Judges: And if could have found any, it had been almoſt impoſſible to have fully inſtructed them in the Cauſe, there being ſo many Depoſitions, and thoſe of ſo great Length.

Whereupon I renewed my humble and earneſt Requeſt unto them, with all the Vehemency I could expreſs, That they would make no Decree, before they heard the merits of the Cauſe on both ſides.

Notwithſtanding, I found 'twas their Reſolution to ſign that Irregular Paper, and to declare before-hand, that they had found juſt Cauſe for *Alimony*; The Preamble of the Decree being full of Reflections, and containing ſeveral Inſinuations againſt me: All that they thought fit to add, was this Clauſe, [*Until further Order.*] A dear Expreſſion in Chancery, and as coſtly as the other, [*Unleſs he ſhew Cauſe.*]

Now, and not before, was the Order (which they commonly call the Decree, having put the Great Seal unto it) delivered unto the Regiſter to enter, which firſt ought to have been drawn by him, and then peruſed by Counſel on both ſides.

Had any one but heard, what ſmooth words the Lords Commiſſioners gave me at this time, telling me, That it ſhould not be prejudicial unto me, and that they would hear my Counſel at any time, come when I would, and that 'twas but a Temporary thing, and that they would deal tenderly with me, in ſo tender a Caſe, as between Man and Wife, one would have almoſt been perſuaded, that it had been my duty to have given my conſent alſo: But though there was Honey in their Mouths, yet was there too too much Gall in their Ink, and Wormwood in their Decree.

Had they but conſidered the Deed of Covenant which (they profeſſed) they had peruſed, 'twould have appeared very evident, that there was no ſhadow for ſo great allowance, as 300 *l. per Annum*: When her Father himſelf, and my Wife alſo made to me a Propoſition, of giving her the liberty of living where ſhe would, and ſetting out for her fit allowance, they themſelves did deſire, no more but 120 *l. per Annum Depoſ. l.*

Beſides of the Articles (in my cuſtody) which they cauſed to be drawn to the ſame Purpoſe.

But I ſuppoſe the Lords Commiſſioners were ſo far from conſidering what they ſigned, that they never read the Deed, which they mention; nay, I think, I may ſafely ſay; They did not, or would not conſider the Act it ſelf, for *Alimony*.

For

For that Act impowers them, to give only ſuch *Alimony*, as is proportionable to the Fortune which the Woman brought; and that alſo to be raiſed out of the Husbands Eſtate. Whereas the truth is, ſhe hath not (in all her Proofs) proved, that ſhe had been, or in probability could ever be worth a Penny to me.

And as for that Eſtate, which the Lords Commiſſioners did decree unto her, 'tis true, I had an equitable Title unto it; but it really did belong to the Heir, at Law, until ſuch time as I had performed ſome ſmall Covenant.

Inſomuch that Mr. *Stepkins*, his Son and Heir, alſo was injured by theſe proceedings of the Lords Commiſſioners; for which he hath often made his Complaint, as well as his juſt Title in Law, though to little purpoſe.

I know full well, what ſhadow the Commiſſioners put on this dealing; but whether it be juſt and righteous, I ſubmit to your Breaſt, and that is thus,

That although it was Convenanted, between Mr. *Stepkins* and my *Truſtees*, that in caſe I did not perform all the Covenants (to which I had obliged my ſelf) then was the ſaid Eſtate of 240 *l.* to go to the uſe of the right Heirs of the ſaid *Stepkins*, until ſuch time as I ſhould perform. By virtue of this Clauſe, did young *Stepkins*, lay claim to the ſaid Eſtate.

Yet ſay the Commiſſioners, that Mr. *Stepkins* the Father (Who had reſerved unto himſelf the Remainder of the ſaid Limitation, to me and my Wife) made a Will; and by that Will had acquitted me from any further Performance; inſomuch that the Eſtate was now totally belonging unto me.

This I believe my Wife told them; and peradventure ſhewed them ſuch a Will; and this is their Ground: But by their leave, I cannot think, till ſuch a Will be legally proved, That it can be any Ground for them, to give away the Eſtate in ſuch manner, as they have; upon a bare ſuggeſtion of one Party, for whoſe intereſt and profit it was.

Certainly had they been as conſcientious Judges (as they are Judges of Conſcience) they would have firſt cauſed her to prove the ſaid Will, (which then had clear'd the Eſtate from the claim of my Brother *Stepkins*, and ſaved me the expences of ſome Suits in Chancery, for no other end than to get the Will produced, which to this day, I am not able to do; Notwithſtanding I have a Bill of Complaint depending before them for that purpoſe.)

Neverthleſs all theſe diſcouragements, it pleaſed the Lord to give me a proportionable meaſure of Patience, to ſubmit unto his correcting hand; and in the moſt ſore Afflictions (which I have undergone) he hath not with-held his loving kindneſſes from me, nor the ſweetneſs of his refreſhing Spirit; though many Oppreſſions and Grievances were daily multipled, and many new Suits at Law were ſet on foot againſt me by my Wives means, who now ſeemed juſtified by them; and my ſelf vilified and undervalued.

Yet was I not clamorous at their Bar, neither was I ever admitted to any private Speeches with them: or indeed did ever ſeek it (being confident) that my cauſe wanted the Protection of Juſtice only, and not favour; but waited, ſtill expecting when they would put their good Promiſe in Execution, and ſend for us, and endeavour a cordial Reconciliation between us.

But after two months were expired, and hearing nothing from them to that purpoſe (though many ſeveral Friends of Quality had moved them thereunto) I addreſſed my ſelf with an humble Petition for a hearing.

After it was read, they appointed a day (though it was ſomewhat far off) yet it did abundantly revive me, hoping that that day would be the end of my trouble; and that then, my Reputation and Eſtate, might be repaired; my Perſon freed from the continual moleſtation of Catchpoles; And my Wife her ſelf (whom I had perfectly forgiven) reſtored unto my Boſom.

The Order which the Lords made in Anſwer to my Petition, was this.

Saturday 29th of April, 1653.

Between *Theodoſia Ivie*, Plaintiff, Wife of *Thomas Ivie*, Defendant.

UPon the Defendants Humble Petition, (this day preferred to the Right Honourable the Lords Commiſſioners for the Great Seal of England *) ſhewing, That in the unhappy difference fomented by evil perſons between the ſaid Parties; and the ſaid Plaintiff hath petitioned their Lordſhips for* Alimony, *(being ſeparted from her Huband) without his Conſent; Thereby intending to live a-part by her ſelf (contrary to the Marriage Stipulation) to the deſtruction of the mutual happy Comfort, (that might, and ought to be between parties ſo nearly joyned) pending with Suit; Their Lordſhips (as Judges of good Conſcience) did often move her to Conformity and Reconcilement, chiefly deſired by the ſaid Defendant, but the Plaintiff refuſed; And by an Order of the 24th of July laſt, their Lordſhips were pleaſed to appoint her* 300 l. per Annum *out of her Fathers Eſtate, until further Order; And the ſaid Defendant (being daily arreſted and troubled for the ſaid Plaintiffs Debts) cannot walk the ſtreets, without moleſtation, by the Officers and Bailiffs; It was prayed, That ſome day (as ſoon as to their Honours ſhall ſeem meet) may be appointed to hear the Defendants Reaſons, and the merits of the Cauſe, why the ſaid Order ſhould be nulled; To command the Defendant and his Wife to be perſonally before their Lordſhips at the ſame time; ſo that there might be a final Concluſion of theſe unhappy and unnatural Differences, under which the Defendant hath long groaned, to his utter Ruine: Their Lordſhips do thereupon Order, that Counſel on both ſides be heard in the Buſineſs the firſt Day of Cauſes in* Trinity *Term next.*

John Sandford, Deput. Regiſt.

My Hopes and Expectations being now raiſed from the Duſt, I conſidered with my ſelf, how I might repreſent the Caſe between me and my Wife, with the leaſt prejudice to her: For upon ſome Debatings

about the Witneſſes I had examined againſt her, I found the Breach ſtill made wider, by her Lawyers aggravations, than it was really in it ſelf; what was but a ſcar, they would tear open into a wound; nay, they preferr'd a ſeeming *Rhetorick* ſo far before a *Chriſtianity*, that rather than they would exaſperate, they would ſpeak *Point Blank*, to the very Papers they held in their hands.

And therefore, to prevent the like Inconveniences, and aiming at a perfect Reconciliation, I drew up all (that Counſel could be inſtructed in, or could offer at the Bar) into writing, and for each Commiſſioner had a Paper ready to be preſented, as follows.

To the Right Honourable the Lords Commiſſioners for the Cuſtody of the Great Seal of *England*.

WHereas the Daught of an Order was on Friday Auguſt *the* 13*th made, and preſented unto your Honours by the Counſel of the Plaintiff, and Mr.* Zanchie *her Sollicitor, not entred into the Regiſters Book, or drawn up by him from any Notes taken in Court, or was ever peruſed by the Defendants Counſel before it was ſigned, according to the Rules of the Court; in which Order it was mentioned, that* 300 l. per Annum *ſhould be raiſed out of the Fathers Eſtate, which was ſetled at the Marriage upon Sir* John Brampſton *Knight*, Orlanlando Bridgman, *Eſq*; *and* William Booth, *to uſes*, &c. *and upon the reading of it, it was ordered by your Lordſhips at the ſame time, that unleſs the Defendant ſhould ſhew cauſe at the next Privy Seal, a Decree ſhould paſs accordingly; And whereas it was ordered by another of* Auguſt *the* 19*th, That on* Tueſday following *the Defendant ſhould attend, and ſhew Cauſe why the ſaid* 300 l. per Annum *ſhould not be decreed; May it therefore pleaſe your Honours to conſider theſe following Conſiderations, which are all proved upon Oath, and good Evidence; wherein he hopeth it is ſufficiently cleared, that the Plaintiff neither ought to have any* Alimony *out of that which was her Fathers Eſtate, or out of her Husbands.*

Mrs. *Ivie*, the Wife of *Thomas Ivie*, ſuggeſteth by her Petition to the Lords Commiſſioners, That her Husband hath deſerted her, and left her no means to live; That during her Cohabitation with him, ſhe was in danger of her life, and became very weak, and for peril of receiving from him diſeaſes of dangerous conſequence, ſhe cannot Cohabite with him, and prays Relief.

The Queſtion is, Whether in this Caſe ſhe ought to have *Alimony*.

In which it will be pertinent, to conſider the near conjunction that is between Man and Wife, and whether they be of equal Authority, or there be a Superior, and in whom that Superiority reſteth.

1. The Original female Anceſtor was taken out of Man, and by the Marriage-bond were made one fleſh, though ſeveral Individuals, like the Celeſtial *Gemini*, that makes but one Conſtellation; but the Government was placed upon the Man by God himſelf, who gave the Law in Paradiſe, ſaying, Thy deſire ſhall be to thy Husband, and he ſhall rule over thee, *Gen.* 3. *v.* 16. 1 *Cor.* 14. *v.* 5. 34. and by the Apoſtle remembred, That Women are commanded to be under obedience; ſo ſaith the Law; and that they ſubmit themſelves unto their own Husbands, as to the Lord that is ſupreme, *Eph.* 5. *v.* 22. Thus far for the *Divine Law*.

2. The Common Law ſays, That a Woman that is married, is not *ſui Juris*, but *ſub poteſtate Viri*, hath no will but her Husbands, though ſhe may have a Stomach; therefore the Civil Acts ſhe does are void in Common Law; ſhe can neither take nor give any thing without her Husbands conſent; She can have no reparation for any wrong done unto her Perſon by her ſelf, without her Husband, and the damages that ſhall be recovered, ſhall go to the Husband and not to the Wife; And it is further to be conſidered the extention of that word *Poteſtas*; It is of a great latitude, for Soveraign Princes and Governours, though they have rule and power of the People; Yet they cannot beat, wound, or kill the People under them, nor do any thing to their Perſons corporally; but according to their Laws, by Sentence or Judgment: But the Husband hath power of Correction upon the Body of his Wife, and Servant, according to his own Judgment, ſo as he doth not wound nor kill, and is not prohibited by any Law.

3. The Civil Law (as I take it) agrees with the Common Law; then it muſt follow by neceſſary conſequence, that a married Woman without leave cannot depart from her Husband, which ſhe muſt evidence by proof, no more than a Servant from his Maſter, a Subject from his Soveraign into forreign parts, who by his Miſſives is to return upon forfeit of his Eſtate; which makes good what was ſaid before, that ſhe is not *ſui Juris*, and in ſome ſort expounds and explicates the *poteſtatem Viri in Uxorem*; for the Maſter may ſeize and carry away his Servant, if he find him, or implead him that ſhall keep him, and recover damages for the time he keeps him; ſo may the Husband by his Wife; which ſhews the propropriety and intereſt which the Husband hath in his Wife, and for loſs of her ſociety and company (though no other harm be done) he ſhall recover damages againſt the detainer.

Nay the Husband could not repudiate his Wife, but in caſe of Adultery, for that the Bill of divorce ſpoken of in the Old Law, was not given by God, but permitted by *Moſes*, to prevent a greater miſchief; for the *Jews* are cruel Men to their Wives, and to prevent *Uxoricidium*, he gave way to it, *Sed non fuit ſic ab initio*.

The Caſe thus ſtated upon the impotencies and non-ability of the will of the Wife, and the juſt Rule and Power of the Husband over her Will and Perſon; tis conſiderable, whether by Law or Reaſon, a Wife departing without leave, ſhall have allowance to live ſeparate, which is called *Alimony*.

Alimony is a Thing not known at the Common or Civil Law, but indulged, and brought in by the Pope and his Canons, and very much put in Uſe by the late High Commiſſion and Prerogativive Court of *Canterbury*, wherein, upon Sentence of Separation from Bed and Board given by that Court, the Huſband was enjoyned to make allowance to the Wife, and the Husband enforced to give ſecurity for the payment, and many times impriſoned upon failure of performance; yet in thoſe caſes, both of Bonds and Impriſonments, the Husband upon *Habeas Corpus* returnable in the upper Bench, where by Judgment of that Court, diſcharged of both, if the Husband cohabit, becauſe the Law ſays, *Quos Deus conjunxit, nemo ſeparet*.

ſeparet. So as without the Husbands conſent no ſeparation could be made, and if no ſeparation, no *Alimony.*

Nor were perſonal Infirmities or Diſeaſes contracted after Marriage ſufficient cauſe for ſuch ſeparation, becauſe ſhe may Board though not Bed with ſuch a Husband; but where the temper of her Husband was more ſevere and violent than diſcreet, That Court by the wiſdom of prevention, which is better than the wiſdom of remedies, did uſe, by way of caution, to take bond for the Husbands orderly uſage of his Wife, to prevent the cruelty, whereof they had no Juriſdiction, but only in cauſes and *ſalute Animæ*, and not *pro reformatione Morum*, which belongs to the Common Law, and where upon complaint by the Wife in that kind, the Common Law will enforce the Husband to give bond to ſecure both life and member of his Wife from maim and death.

And certainly *Reaſon* is againſt it.

1. *Reaſon* commands obedience to Superiors, generally the Apoſtle puts it further, for Conſcience ſake, and diſobedience is not cheriſhed by any Reaſon.

2. One end of Marriage is Mutual Society and Comfort, would be avoided by the Act of the Wife, which is not to be admitted upon the petulant Allegation of difference betwixt her and her Husband upon perſonal Infirmities.

3. Marriage it ſelf, and all the Laws of the Wifes ſubjection and capacity by ſo long time pronounced and received, by this means would be avoided.

4. If God himſelf was pleaſed to ſay, it was not good for a Man to be alone, then ſurely we may ſafely ſay, it is not good for a Woman to be alone; for though they are the weaker Veſſel, and have the leſſer Reaſon, yet they have the ſtronger Paſſions, and more violent Deſires, and ſo more ſubject to Temptation and Sin.

5. For the inevitable Danger of illegitimate Baſtards, and Clandeſtine Iſſues (where the Wife is ſeparate) who concealed it till the Husbands death, are yet inheritable to his Land (though never begotten by him;) This Inconvenience ſadly weighed, and how Epidemically it may run to all Families of this Nation, is of it ſelf a ſufficient convincing Reaſon, to bridle the raſh hot appetite of inconſiderable women, and avoid all *Alimony.* But on the other ſide, if any Husband ſhall be ſo unjuſt to his Wife, and unkind to his own Fleſh, whom he is bound by Law to maintain, as to ſeparate from her, and will not cohabite with her, *Niſi propter Adulterium*, or will conſent to ſeparate, it is moſt reaſonable he ſhould allow her convenient maintenance; elſe he ſhould take advantage of his own wrong and humour, and Women ſhould be in a worſe caſe and condition than Servants, who, during their contract, muſt have their Wages, which between Husband and Wife ends not till death. And it is conceived the Act of Parliament, which impowreth the Lords Commiſſioners of the Great Seal to allow *Alimony*, chiefly and naturally intends Relief, where the Husband doth repudiate, and not the Wife; the words being upon conſideration as well of the Portion or Eſtate that hath been paid, or come to the Husband by ſuch Wife as ſhall pray Relief.

And therefore in this particular Caſe, it may be very juſtly inſiſted, even from the Sence and Letter of the Act; as alſo that 'twas Mrs. *Ivie* ſeparated her ſelf from her Husband, 'twas not her Husband left her; Nay, after ſhe was gone, he uſed all affectionated and prudential means to bring her home to Cohabit with him, neither doth he deſiſt in the proſecution of it, but hath ſeveral ways attempted it, even until this day, and doth ſtill declare and proteſt his willingneſs to receive her, whenſoever ſhe will Return, and give ſecurity for his well Uſage of her.

That ſhe wanted nothing before her departure, but was indeed maintained far above her quality, is moſt clear from the Depoſitions, and it is clear alſo from the Depoſitions, that there was no deſerting of her by her Husband, but that her departure was abſolutely upon Advice and Conſideration deſign'd by her ſelf and her Abettors, eſpecially if your Lordſhips pleaſe to remember thoſe unhandſome correſpondencies held by her with Gentlemen under feigned names; her frequenting and meeting them in ſcandalous houſes in *Long-Acre* and other places, at unſeaſonable times of the Night, under the pretence of withdrawing from her Husband (being a Bed) to her Devotion; Thoſe horrid and deteſtable plots upon *Jane Gilbert*, even to the loſing of her life; Her charging her Husband with foul diſeaſes, of which he was cleared upon Oath by the Preſident of the College and other learned Phyſicians; And alſo her Contrivances and Sollicitations to her Brother *John Stepkins* to murder her Husband, which appears by the Oath of the ſaid *Stepkins.*

Moreover ſeeing that there is a Caution in the Act, that the allowance to the repudiated Wife ought to be proportionable to the *Fortune* ſhe brought her Husband: May it therefore pleaſe your Honours to underſtand,

1. That he never received any penny Portion as yet, and hath great reaſen to doubt whether ever he ſhall.

2. Becauſe the Eſtate of her Father is at the preſent in the aforeſaid Truſtees, and not in the Defendant, nay it is ſo ſetled on them, that unleſs I can raiſe and ſecure 4000 *l.* more, beſides 7000 *l.* already laid out, they are not obliged, neither will they, nor can they convey it to the Defendant, as appears by the Indenture of Settlement.

3. In caſe they ſhould convey and ſettle on the Defendant the ſaid Eſtate, 'tis only for his life, and no longer; for which Eſtate, being only 240 *l. per Annum*, He has diſburſed and laid out far more money than it is worth; this appears from the Indenture (*viz.*) a 1000 *l.* to Mr. *Stepkins* in ready money, to free the Eſtate from incumbrances three years ſince.

The Intereſt whereof comes to 200 *l.* In Jewels, Pearls, Ambergreeze, Bezoar, *&c.* to the value of 1200 *l.* There was alſo ſpent in Law to enforce the Truſtees, who were kept back and hindred by Mr. *Stepkins* her Father, to ſettle the Eſtate according to the Covenants, and for the Fine and Recovery 200 *l.* more at leaſt, which makes 2600 *l.*

That

That notwithſtanding all the aforeſaid Sums of Money have been laid out by the Defendant, the *Truſtees* do ſtill refuſe to convey the Eſtate to the Defendant, and the Plaintiffs Brother (as Heir at Law) hath ſince the Death of his Father, got the Poſſeſſion of the Eſtate, and receives the Rents, Iſſues and Profits thereof: Inſomuch that the Defendant hath been neceſſitated to expend great Sums of Money to maintain ſeveral Sutes at Law, both againſt the Truſtees and Heir at Law, in Preſervation of his Eſtate for Life, which he has ſo dearly bought as aforeſaid.

That by the Plaintiffs means there has been conſumed and waſted of his Eſtate 4000 *l.* (*viz.*) 3000 *l.* ſince Marriage ſpent on her, 500 *l.* given in Money, 100 *l.* given to Gentlemen of her Familiar Acquaintance, to perſwade her to go into the Country, 300 *l.* taken in Silks and Plate from the Defendant, whilſt that he was at the Court of Aldermen: He has alſo contracted ſeveral great Debts to the value of 3000 *l.* beſides 1000 *l.* ſpent in this unhappy Sute, and muſt therefore neceſſarily (in caſe 300 *l. per Annum* be taken from him) be caſt into Priſon the moſt part of his Life (he having but 632 *l. per Annum* of his own Eſtate) and that for his Life only, both to pay all his Debts aforeſaid, and to live on beſide.

Excepting the 240 *l. per Annum*, which if it be recovered from the Heir of *Stepkins*, and recovered by the Truſtees, all which will yield but a ſcant and bare Maintenance for himſelf, Wife and Family, to raiſe out of it 3000 *l.* for the Creditors, and 4000 *l.* more according to the Indenture of Settlement, unleſs the Defendant be acquitted and diſcharged of the ſaid 4000 *l.* by the laſt Will and Teſtament of the Plaintiffs Father, in whom the remainder of the Eſtate was, in caſe the Defendant ſhould have no Iſſue, or not perform the Covenants which he ſtands obliged to perform in the ſaid Deed: And though the Defendant is credibly informed, that the ſaid remainder is diſpoſed of to the ſaid Plaintiff, and the Defendant is alſo acquitted from all performance of any Covenants expreſſed in the ſaid Deed of Settlement; Yet ſo it is, that the Plaintiff having got Poſſeſſion of the ſaid Will, and by Combination with Sir *John Brampſton* Kt. *&c.* his Son, the ſole Executor of it, ſtill keeps and detains the ſaid Will from being legally proved: Inſomuch that the Defendant cannot make any Benefit of the ſaid Eſtate, nor by Law enforce the Plaintiff to produce the Will (ſhe being his Wife.) That this is not a bare Suggeſtion, I doubt not but is very evident to your Lordſhips, ſhe and her Sollicitor *Zanchey* having often avouch'd in your Lordſhips preſence, that both there is ſuch a Will, and that your Lordſhips have ſeen it: This is alſo very well known unto her Council Mr. *Maynard*, who cauſed to be delivered unto Sir *W. Row* a true Copy of the ſaid Will taken from the Original, which was long in his Cuſtody. But ſuch is the Plaintiffs Malice to the Defendants Perſon and Eſtate, that ſhe ſtill ſuppreſſes and hinders the proving of it, which is the ſole cauſe of the Continuance of many great Sutes and vaſt Expences to the Defendant, both with the Heirs at Law, the Executors of the ſaid Will, and the Truſtees of the ſaid Eſtate; That both the Defendant and Plaintiff muſt neceſſarily be defeated of all Hopes of ever enjoying the Father's Eſtate for the future, unleſs the 4000 *l.* aforeſaid be raiſed and diſpoſed of, according as is limited and appointed in the Deed of Settlement, or the ſaid Will proved, for in Default thereof, the Truſtees are obliged by the ſaid Indenture to ſettle the ſaid Eſtate on the Plaintiffs Father, and his Heirs for ever.

And the Eſtate is not as yet recovered by the Defendant, but is ſtill inveſted in the Truſtees, (who are no Parties to theſe Proceedings) and in the Poſſeſſion of the Heir at Law; Inſomuch that no *Alimony*, as the Defendant is adviſed by his Counſel, can be ordered from hence, becauſe the Ordinance of Parliament impowereth the Lords Commiſſioners to allow the Maintenance out of the Husband's Eſtate, not out of any others whatſoever. And the Plaintiff hath or ought to have in her Cuſtody 1200 *l.* worth of Jewels, which were delivered her according to the Indenture of Settlement at the Intermarriage: And in caſe the Defendant ſurvive her, ought to be reſtored to the Defendant, who hath too great reaſon to ſuſpect that they are waſted and embezelled; and therefore the Defendant humbly beſeecheth your Lordſhips, that inſtead of giving her *Alimony*, you will be pleaſed to force her to give good Security unto the Defendant, or bring the Jewels into Court, that ſo he may not be cheated of 1200 *l.* by the Plaintiff and her Abettors; and unleſs your Honours yield to ſecure the ſaid Jewels whilſt this Cauſe depends before you, he doth not conceive where or how he can be redreſſed from any Court of *England*.

That about the beginning of theſe Unhappy Differences, it was propoſed both by the Plaintiff and her Father, that in caſe ſhe might have her liberty to live where ſhe would, that ſhe would accept of 120 *l. per Annum*, for her Maintenance, and look on it as a very good Proviſion; which accordingly was agreed upon, and drawn into Writing, and Engroſſed, by and with the Conſent of Sir *John Brampſtone* her Uncle, and *Orlando Bridgeman* Eſq; two of her Truſtees; her Father alſo promiſing that his Eſtate ſhould be ſetled according to the Covenants on the Defendant, without further Sute of Law; but the ſaid Defendant was unwilling to Seal it, being very tender to Act any thing that might ſeparate him from the continual Enjoyment and Society of his Wife; ſo that 300 *l. per Annum* is more than her ſelf, Father, Truſtees and Friends, did think fitting by 180 *l. per Annum*.

That the Petition it ſelf is both Falſe and Scandalous, and hath been diſproved by ſeveral Witneſſes; nay the contrary alſo proved by Perſons of Quality, that ſhe lived very Plentifully in great abundance, rather beyond, than under her Quality in every reſpect, as the Defendant hopeth is moſt viſible to your Honours.

That notwithſtanding ſuch vaſt Sums have been expended on her by her means, and that the ſaid Defendant is to pay to Creditors 3000 *l.* and to raiſe 4000 *l.* more to be ſecured unto the Truſtees as aforeſaid; And that in caſe he recover the Plaintiffs Father's Eſtate, 'twill not, with his own, make above 872 *l. per Annum*, out of which all theſe Moneys muſt be raiſed; and in caſe 300 *l. per Annum* of this ſhall be taken away out of the Plaintiffs Father's Eſtate, which he has dearly bought, and purchaſed; That 'twill be impoſſible for the Defendant to avoid perpetual Impriſonment, but muſt be kept in Goal, and the Creditors Defrauded, and muſt there periſh, and himſelf be cheated alſo of 1200 *l.* worth of Jewels;

Jewels; yet he is moſt willing to receive her, and take her, again, and forget all former Paſſages whatſoever, that ſo they may be for the future lead a peaceable and godly Life together.

Counſel alſo I did retain, very many, and great ones; That in Caſe the Lords ſhould refuſe the Papers, and would not hear the Merits of the Cauſe in Publick, (in regard I might not be wanting, to loſe the opportunity of that Time which they had ordered for me) I drew up alſo to be tendred at the ſame time (that (if it had been poſſible) I might have prevented both Reading and Arguing too) this ſhort Petition following.

Theodoſia Ivie, *Plaintiff*, Thomas Ivie, *Defendant*.

To the Right Honourable the Lords Commiſſioners for the Cuſtody of the Great Seal of England.

The Humble Petition of *Thomas Ivie*, Defendant.

Sheweth,

THat your Petitioner (with much Horror and Amazement) doth conſider the great unhappineſs of his future life, if your Lordſhips ſhall both ſeparate him from the Society of his Wife, and take from him ſo great a part of his Eſtate, having ſuch great debts to pay, as have been made appear to your Lordſhips.

That he cannot Deſpair in the infinite Mercy of God, in whoſe hands are the hearts and deſires of all Mankind, But that his Wife (notwithſtanding ſuch vaſt ſums of Money have been waſted, and ſuch odious aſperſions caſt on him) may yet return, and take Comfort from her Husband (being paſſionately deſirous to receive her) if all Chriſtian and prudent means, may be applied.

That for your Petitioners part, he doth (as in the preſence of God) forgive her from the bottom of his Soul, and is moſt willing to cohabit with her, ſo long as he liveth on Earth.

That he hath often deſired to expreſs unto her, and uſed all the Induſtry (as Man can imagine) but once to ſpeak with her (even before any of her Friends, to let her know ſo much) but could never obtain any ſuch meeting from her.

In Order hereunto, he very willing that a Godly and Conſcientious Divine, (may be received to live in houſe with your Petitioner and his Wife,) both to exhort and inſtruct them in their Duties towards God, and one another; and to perform all Goſpel, and Family-Duties amongſt them: for certainly the Lord will not deny a Bleſſing on thoſe means which he hath ordained; and which is unfeignedly ſought after by a broken and contrite Spirit. And your Petitioner will oblige himſelf to allow any ſuch Miniſter 50 l. per Annum, *beſides all other conveniences whatſoever.*

May it therefore pleaſe your Lordſhips, not to pronounce any ſuch hard Sentence (as *Separation*) but rather enjoyn your Petitioner and his Wife to live together; and to appoint any honeſt and religious Divine to live with them, who may ever be at hand pray with them, and for them, and keep up their Spirits in Peace and Unity together.

Auguſt 24*th.* 1652.

And your Petitioner ſhall pray, &c.

Thomas Ivie.

When the Day came, and the Counſel began to ſpeak, my hopes were quickly commanded to vaniſh, and the Counſel to hold their Peace; for they ſuddenly declared, That they would not hear the Merits of the Cauſe.

With much preſſing, Mr. *Liſle* read the Petition; And though they took evident notice of it, yet would they not return any Anſwer to it; or ſo much as demand of my Wife, (who ſtood there laughing in their Preſence) whether ſhe would return to me, or no; Only they were pleaſed to find fault with that word [*Separation*,] And told my Counſel, That they neither had, or could ſeparate our Perſons.

Theſe words they had no ſooner ſpoke, but (I confeſs) I laid hold on; though I had been moſt hardly and ſeverely dealt withal, in the judgment of thoſe that were preſent.

Inſomuch, That now I did deſpair, ever to find amongſt them, and indeed, did determine to commit my Cauſe unto God, until (in his due time) he ſhould raiſe up Judges in our *Iſrael*, who ſhould execute Righteous Judgment, even upon thoſe Judges themſelves.

But in the mean time, I was adviſed (which was very agreeable unto my own Diſpoſition, not to leave any thing unattempted, which might be thought advantagious to a union of Us,) but to go perſonally to my Wife, and perſuade her my ſelf, to leave thoſe Perſons who aimed at both our Ruines, And to return to me, (paſſionately willing to receive her.)

And if ſhe ſhould, (notwithſtanding) refuſe to ſpeak, or go with me, then to demand her of thoſe Perſons who received her into their houſes.

Accordingly, (taking two civil Gentlemen) I went to her Lodging, but received a Repulſe from her, inſtead of Compliance; and then, ſeeing Mr. *Williamſon* (who kept the houſe) I required from him the perſon of my Wife, who refuſing her, was ſued by me.

And upon the Tryal before my Lord Chief Juſtice *Roles* (a renowned Perſon) had a Verdict, Judgment and Execution of 100 *l.* againſt the ſaid *Williamſon*, for detaining my Wife from me.

Many Counſels there were to argue the Caſe; and the Decree in it ſelf (under the Great Seal of *England*) was opened, read and ſhewed the Jury: But my Lord *Roles* quickly ſtated the reſolution of the Caſe in my behalf, and the Jury gave me 100 *l.* damages.

Williamſon (now finding himſelf in a great *Dilemma*) either to deliver up my Wife, or himſelf, to ruine; and my Wife in ſo bad a condition, (notwithſtanding her glorious Decree) that although ſhe had 300 *l. per Annum*, yet if ſhe could not take the liberty of her old Companions, or any new one (whereſoever ſhe ſhould be entertained) for fear of Judgment and Executions; began to take new Counſel, how to free Mr. *Williamſon* and her ſelf from this bondage of living under the Roof of a Husbands Houſe; and the truth is, ſollicited it to the purpoſe (amongſt her old *Patrons*) the Lords Commiſſioners.

For with all ſpeed, *Williamſon* prefers a Bill in Chancery to be relieved againſt my Execution. And after he had preferred his Bill (though my Anſwer was ſo clear, as it could not admit of one exception) moved for an *Injunction* (after Judgment and Execution granted at Law) and to protect him for keeping away my Wife; which was granted in theſe words, (as fully as he could deſire) being ingroſſed in Parchment and ſealed.

THE *Keepers of the Liberty of* England, *by Authority of Parliament*; *To* Thomas Ivie, *Eſquire, and to his Counſellors, Agents, and Sollicitors, and every of them, Greeting. It was informed in our Court of Chancery* 10 November *inſtant, in the behalf of* George Williamſon, *Plaintiff, againſt you the ſaid* Thomas, *that the Plaintiffs Bill is to be relieved againſt an Action and Judgment, thereupon obtained againſt the Plaintiff, upon pretence of the ſaid Plaintiffs detaining of your (the ſaid Defendants Wife) from you; and it appearing in a* Cauſe *of* Alimony, *between you, the ſaid Defendant, and your Wife, that their Lordſhips decreed her* Alimony, *during* Separation; *In which time, ſhe ought to have a Habitation a-part from you the ſaid Defendant, as well as a ſeparate maintenance, or elſe, the Decree were groundleſs: And we conceiving the doings of you (the ſaid Defendant) to be altogether unjuſt, Do command and by theſe Preſents ſtrictly enjoyn you the above-named* Thomas Ivie, *and you his ſaid Counſellors, Attorneys, Agents, Sollicitors, and every of you, under the pain of* 500 *l. to be levyed of your Lands, Goods and Chattels to our uſe, That you, and every of you, (do from henceforth) ſurceaſe and forbear all further Proceedings (at the Common Law) againſt the Plaintiff upon the ſaid Action and Judgment thereupon, until the ſaid Cauſe ſhall be finally heard and determined before us in our ſaid Court; And this you, nor any of you, may omit in any wiſe (under the penalty aforeſaid.) Witneſs, our Hands at* Weſtminſter 10 November, 1653.

Vera Copia ex May.

This *Injunction* (being now Granted, Signed and Sealed, with the Commiſſioners Hands under the Great Seal of *England*) is the Accompliſhment of all their Deſigns; and the compleating of my Miſery; though the Courts of Law, both could and have (in ſome meaſure) relieved me; yet is the power of it reſtrained by this *Injunction*; which indeed I ſuppoſe can be called nothing elſe, than a perfect *Separation* and *Divorce*: Whether the Chancery (being ſtiled the High Court) ever receives from any Parliaments, ſuch an unlimited power as this; It behoves them to make out unto your Highneſs.

'Tis the Opinion, both of the greateſt and honeſteſt Counſel of *England*; That no parallel for this Caſe, no Preſident of the like Nature, is to be found on Record; Nay, they are not backward to aver, That it is as contrary to the Word of God, the Law of the Nations, the Civil Law, the Law of our own Country, as well as the Practice of the Chancery it ſelf.

Once did that Court (by its own Authority) iſſue out a Sequeſtration upon a Gentlemans Eſtate, and it was by very many Perſons admired, and murmur'd at; but never could I hear, that they ever ſequeſtred Women from their Husbands.

Were there not a ſuperiour Juriſdiction over this Court, (whoſe Determinations ſeems too too Arbitrary,) being gounded ſolely upon the Opinions (not to ſay the Paſſions or Affections) of two or three Erring men, what a miſerable Bondage and Slavery were this Nation in? What Benefit could we expect from all the good Laws of former Ages, if their power may be quell'd, or ſuppreſt at the pleaſure of the Chancery? They might have (for ought I know) made an Injunction alſo, that I ſhould never complain; and if I had attempted to have made known my Caſe, to have laid me by the heels.

But bleſſed be the Name of our God *Jehovah*, whoſe extraordinary Providence hath been viſible in this Land, that he hath raiſed up and ſetled your Highneſs to be next under himſelf the Supreme Diſpenſer of Juſtice and Righteouſneſs to theſe Nations, which the Lord has happily placed under your Highneſs Government. By which means we have a juſt confidence to be aſſur'd, having had many Experiences already of your Highneſſes ſingular piety and juſtice in thoſe ſeveral Stations where the Lord has formerly placed you, That there ſhall be no more complainings made, either in our Streets, or in the very Corners of our Country, but ſhall be heard, and relieved, even againſt the Great Ones amongſt us.

'Tis your Highneſs Power therefore which I implore; 'tis only your Power can free me from thoſe Fetters which are laid upon me by the Lords Commiſſioners; only your Power that can repair me for the Injuries done, (both to my Perſon and Eſtate, which I have undergone) by Reaſon of my ſeduced Wife; 'Tis you alone, that can reſtore me the Benefit of the Law, againſt thoſe that have been Incendiaries and Abettors of theſe unnatural differences berween us: That ſo my Reputation (which hath been a long time clouded) may be made clear; my Perſon (which hath continually be moleſted with Catchpoles by my Wives means) may be at length free; And that I may be in a condition to ſatisfie my Creditors (their juſt Debts) whoſe Purſes have ſupported me; and that a final end may be put to theſe unnatural differences, concerning my Wife, as in Juſtice and Conſcience ſhall ſeem meet unto your Highneſs.

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In order to this, I have delivr'd in my Petition, and the ſtate of my Caſe, to Mr. *Sadler*, and Mr. *Long*, to be delivered unto your Highneſs, *In theſe words.*

To the Parliament for the Commonwealth of *England.*

The Humble Petition of Thomas Ivie, *Eſquire.*

Sheweth,

THat *your Petitioners Wife very ſuddenly after her Intermarriage with him, having got from him a Joynture of* 1000 l. per Annum, *with* 1000 l. *in ready money to be left her at the time of his death, and* 1200 l. *in Jewels,* 600 l. *worth of Cloaths,* 500 l. *in ready money, and accommodation to the value of* 3000 l. *in leſs than in* 18 *months time, (and all this without one Penny Portion with her) hath not only deſerted his Company, but hath preferr'd a Scandalous Petition to the Lords Commiſſioners for the Great Seal againſt him, yet nothing material proved.*

That by theſe unnatural Courſes, ſhe hath cauſed him to ſpend 3000 l. *in this and Twelve other Suits at Law; by which means aforeſaid, your Petitioner is become indebted at this preſent time* 3000 l. *more at leaſt.*

That he hath often tendred unto the ſaid Commiſſioners his Willingneſs to receive her, and to give any ſecurity which they can require, to uſe her with all loving Reſpects becoming a good Husband.

Notwithſtanding the ſaid Commiſſioners have allowed her 300 l. per Annum *Alimony; and refuſed to hear the Merits of the Cauſe, though they had ordered it under their hands; and have alſo granted an Injunction to protect ſuch (who keep the Perſon of his Wife from him) contrary to Law.*

Inſomuch, that your Petitioner hath no Remedy left in Law or Equity. (All which may more clearly appear by the State of his Caſe and Narrative hereunto annexed.)

May it therefore pleaſe your Honours to commiſſerate his ſad Condition; and (in regard ſhe obſtinately refuſeth to Cohabit with him in the Quality of a Wife) to vacate the ſaid Order of 300 *l. per Annum*; and to null the ſaid Joynture of 1000 *l. per Annum*, and 1000 *l.* in ready money; and to enforce her to return the 1200 *l.* in Jewels, whereby your Petitioner may be inabled to ſatisfie his Creditors their juſt Debts; and that Reparation and Satisfaction may be made, both to his Reputation and Eſtate, as ſhall ſeem meet to your Honours Wiſdoms and Juſtice.

And your Petitioner, &c.

To the Parliament for the Common-wealth of England.

The State of the Caſe of Thomas Ivie, *Eſquire.*

THat Mr. *Ivie*, about *October* 1649. took to Wife *Theodoſia Garret*, Widow, Daughter of *John Stepkins*, Eſq; on whom, by reaſon of the great affection, which he bore unto her, he ſetled 1000 *l. per Annum, Joynture*, and gave alſo ſecurity to leave 1000 *l.* in ready money at the time of his death, and this without any conſideration of a Portion from her Father, or any Eſtate left her by her former Husband, who not only left her without a Joynture, but in debt alſo.

That the ſaid *Stepkins* perceiving how really Mr. *Ivie* ſtood affected to his ſaid Daughter, and with what chearfulneſs and willingneſs he was reſolved to ſettle all his Eſtate for the good and preferment of his ſaid Daughter; was content, that if Mr. *Ivie* would free his the ſaid *Stepkins* Eſtate, which was 240 *l. per Annum* then encumbred with ſeveral Debts, or pay a 1000 *l.* towards the ſame, and deliver into the hands of the ſaid Daughter 1200 *l.* in Jewels, that then it ſhould be ſetled on Mr. *Ivie* for his Life, and afterwards to the uſe of his Daughter for her Life; And in caſe, he had no Iſſue by her, then to the Heirs general of the ſaid *Stepkins*, or ſuch as the ſaid *Stepkins* ſhould limit and appoint.

Whereupon Mr. *Ivie* did deliver unto the ſaid *Theodoſia*, rich Jewels, to the value of 1200 *l.* in ready mony to the ſaid *Stepkins*, to free his Eſtate accordingly.

That Mr. *Ivie* then expected a reciprocal return of his affection, which he had ſo cordially demonſtrated: But when the ſaid 1000 *l.* was paid, and a firm and legal ſettlement of the Joynture made, and the Jewels delivered to his ſaid Wife, He found great reaſon to ſuſpect, that 'twas rather his Fortune than himſelf, which ſhe had wedded: For ſhe not only ſought all means to avoid his Company, but choſe out thoſe as ſhe thought might be moſt offenſive to him, and ſuch (whom by reaſon of the ſcandal they lay under) he had prohibited her to converſe with.

Notwithſtanding, ſeeing it was the pleaſure of the Lord to unite them in ſo near a union; Mr. *Ivie* was reſolved not to leave any fair and honeſt motives (either of Purſe or Perſuaſion) unattempted, which might encline her affection towards him; and in order hereunto (there was nothing which ſhe ever propoſed, which might be for her content) that he did deny unto her: And in leſs than fourteen Months, ſhe expended in Apparel, 600 *l.* in ready mony 500 *l.* and for other Accommodations about 2800 *l.* beſides the 1200 *l.* in Jewels, and 1000 *l.* in mony aforeſaid; which amounts to 6100 *l.* Nay, the Gifts were ſo great he beſtowed on her, That he ſuppoſeth, ſhe was even aſhamed to requeſt any more from him.

Never-

Nevertheleſs ſhe, by the evil Counſel of her Confederates (while he was at the Court of Aldermen) did convey out of his Houſe, Plate, and rich Eaſt-india Stuffs, to the value of 300 *l.* and divers other goods, which were by her and her Confederates carried away and imbezeled.

That Mr. *Ivie* now finding his own Eſtate, as well as his Wives Affection, too too viſibly declining; and that nothing could attend ſuch an unhappy condition, but Ruine and Diſhonour; to prevent both, perſuaded his ſaid Wife to retire with him for a while to his Eſtate in the Country; thinking thereby to to take her off from the Temptations of thoſe ſeducing Perſons, who engaged her in ſuch pernicious courſes.

But inſtead of a compliance, he found a greater Obſtinacy than ever; neither could her own Friends, (who then perſuaded her to leave the City for a while) prevail with her. And that there might be no induſtry wanting to perſuade her, he gave 100 *l.* to two perſons of her familiar Acquaintance, to be urgent and ſollicitous to endeavour the Accompliſhment of his deſire.

But by the Practiſes of the ſaid Confederates, ſhe was ſeduced to the preferring of a vile, ſcandalous, and falſe Petition to the Lords Commiſſioners againſt Mr. *Ivie* for obtaining *Alimony*; but not one ſyllable of her ſuggeſtions proved againſt him: Nay, the contrary proved by Mr. *Ivie*, by the ſeveral Teſtimonies of many Perſons of good Quality and Reputation, as appears by the Depoſitions themſelves, beſides his own Oath, which he made in anſwer to the ſcandalous aſperſions caſt upon him.

Notwithſtanding this Vindication, after two years dependance in the Chancery, and the Expences of almoſt 3000 *l.* in this unnatural, and twelve other Suits at Law, (which were commenc'd againſt him, by the means of this Suit) ſhe obtained from the Lords Commiſſioners an Order in private for 300 *l. per Ann. Alimony:*

(Notwithſtanding Mr. *Ivie* was always ready to receive her, and uſe her in all Reſpects according to her Quality neither, Mr. *Ivie*) nor his Counſel being preſent. Notwithſtanding they declared, That they would ſend for Mr. *Ivie*, before they would give Judgment in the Caſe; But never as yet did, nor ever yet heard the Merits of the Cauſe; which (in reſpect of the proceedings) was contrary to the Rules of the Court; and in reſpect of the Allowance (in caſe Mr. *Ivie* had been guilty of the Complaint) contrary to the Act of Parliament.

Having thus Affliction added to Affliction, and being in Debt by the means of his ſaid Wife above 3000 *l.* And having not wherewithal to ſell to pay his Creditors, (And in regard the Reverſion of his Eſtate is ſetled on his ſaid Wife) he attended almoſt a year upon the Lords Commiſſioners for his Relief, that they would be pleaſed but to grant him a fair hearing upon the Merits of the Cauſe, in the preſence of both parties, with their Counſel; which was by their Order accordingly granted, and a Day by them appointed.

But when the Day came, and Mr. *Ivie* had retained to his great charge, many great Counſel, the Lords Commiſſioners abſolutely refuſed to hear the ſaid Cauſe; which hath expoſed the ſaid Mr. *Ivie* and his Wife to all manner of Temptations, and their Perſons and Eſtates to utter Ruine.

And although at the ſame time Mr. *Ivie* did Requeſt the ſaid Lords Commiſſioners to recommend any godly Miniſter, whom they themſelves ſhould chooſe to live in houſe with him and his Wife (as an Expedient to a Peace and Reconciliation between them) for which he obliged himſelf to allow any ſuch Miniſter 50 *l. per Annum*, beſides all other fitting Accommodations whatſoever; yet was this Propoſal ſlighted by them, and laughed at by his ſaid Wife, even in the preſence of their Lordſhips.

And ſince that time Mr. *Ivie* having ſued thoſe (who received her, and denyed her unto him) and obtained by juſt proceedings in Law, a Judgment and Execution againſt ſuch Perſons, the Lords Commiſſioners have notwithſtanding granted their *Injunction* for their *Protection*.

Inſomuch, that they have now effected an abſolute Separation; which is contrary to the Law of the Nation, and the Act of Parliament for *Alimony* it ſelf; which was declared by my Lord Chief Juſtice *Roles* upon Reading the Decree for *Alimony*.

F I N I S.